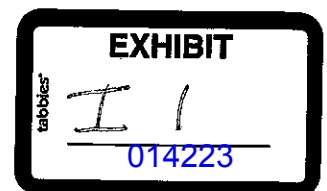


**PRE-FILED TESTIMONY OF  
Matthew L Anderson**



15 My grandparents rented out the property with the intentions to eventually sell the home  
16 farm located a mile west of my property. They had plans to retire on these 80 acres. Due  
17 to their premature deaths due to cancer, my mother inherited the 80 acres in 2003.  
18 As of January 2014, I and my wife own the 80 acres and live there with my daughter.  
19 We built a new home on the property in 2011.

20 **Please describe your current farming operations.**

21 Currently our farm is primarily row crop production. Some of the land including the  
22 proposed pipeline route is classified by the USDA as Highly Erodible Land. This land is  
23 very sensitive and has been in No-till or Conservation Minimum Till since converted to  
24 cropland.

25 **To the best your knowledge, what area(s) of your property will the Dakota Access**  
26 **Pipeline cross?**

27 The proposed route is just to the west of our farm buildings and home. It would cross  
28 some highly productive farm ground.

29 **How close is the pipeline to any building, bin or pen, water source, or farming**  
30 **facilities (i.e., storage area, feedlot, grazing area, etc.)?**

31 The proposed route is within 1000 feet of our farm buildings and pond.  
32 Also, the route is even closer to a neighboring home and a neighboring shelter belt that is  
33 being developed for potential future building.

34  
35 **Please describe any special characteristics of your property and farmland, and/or**  
36 **whether you plan to build any houses, outbuildings, shelter belts, or other structures**  
37 **on your property.**

38 Our property consists of a larger pond (1acre) in the front yard that was once used to  
39 water the cattle that my grandfather owned. The pond drains into a creek that runs  
40 around our entire farm site and through the middle of our crop ground. This creek then  
41 flows into our neighbors property and eventually leads to Skunk Creek. Our house is only  
42 5 years old. We have a healthy shelter belt to protect our farm. We have a large barn, a  
43 small building that house our dogs, two large machine sheds and a grain bin. We have  
44 plans to add another grain bin in the future. Any spill from the pipeline will harm all of  
45 this because the route for the pipeline is scheduled on the northwest hill of our property.  
46 Our home, buildings and trees are all down the hill. We have recently put drain tile  
47 around our farm land and any spill will go directly into the creek, pond, tile lines along  
48 with flow down toward our home and buildings.

49 **Please describe which of your farming operations or other land uses will be**  
50 **impaired by the Dakota Access Pipeline and how they will be impaired.**

51 Our no-till, conservation minimum till farming operation will be greatly impaired. The  
52 organic matter and soil structure that we have worked towards for many years will be  
53 destroyed and then the heat from the pipeline will never allow us to bring back the soil to  
54 its current state. Also because of the pipeline construction, rock will be brought up to  
55 the surface along with weed seeds. From talking with landowners that have had oil  
56 pipelines installed on their property, I believe contractors will not remove the rocks or  
57 return the land to its original state.

58 **Has your farmland been improved with drain tile? If so, please describe whether**  
59 **you are concerned that pipeline construction may damage and impair the drain tile**  
60 **performance and investment.**

61 We have improved the farmland with drain tile. The tile will be affected by construction.  
62 The proper slope of the pipe is critical. A change in slope of a fraction of an inch will  
63 have an effect on tile performance. Also I am concerned that the tile may be relocated or  
64 rerouted (Agricultural Impact Mitigation Plan 6,f,e,4). Tile systems are specifically  
65 designed and any change to tile routing will affect tile line performance and what it was  
66 installed to do.

67  
68 **Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to**  
69 **the environment or the inhabitants within the siting area? If so, why?**

70 Yes. There will be a serious economic and environmental condition that will negatively  
71 affect South Dakota. The proposed route will stop growth in some of the fastest growing  
72 areas of South Dakota. Land values will be negatively affected for those with the  
73 pipeline on their property, and for landowners near the pipeline. With less development  
74 and lower property values, this will reduce state and local tax revenues permanently.  
75 Dakota Access has stated that the pipeline will be depreciated over time and South  
76 Dakota will end up with no tax revenue after a few years. Dakota Access won't be  
77 paying tax on what goes through the pipe and landowners won't be fairly compensated  
78 from a company running a business on their land.

79  
80 **Do you believe that the Dakota Access Pipeline will substantially impair the health,**  
81 **safety and welfare of the inhabitants of the siting area? If so, why?**

82 Yes, pipelines do leak. DAPL is putting a large burden on property owners and causing a  
83 great deal of expense because of it. Property owners that want to protect their land are  
84 forced to hire expensive lawyers and spend considerable time trying to protect their

85 homes. Since our pond and water ways are downhill from the proposed pipeline the oil  
86 can and will leak into our water and affect our health. We also have a well on our farm  
87 that the oil can get into. Several of our farm buildings and farm land are located in a  
88 valley and that will be at great risk of any leaks and spills.

89 **Have you been sued by Dakota Access Pipeline to compel court ordered access to**  
90 **your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority**  
91 **(i.e., state statute) supporting its claim that you have no right to exclude Dakota**  
92 **Access from your land at the time of said lawsuit? and (2) Have you incurred legal**  
93 **fees in defending against said lawsuit?**

94 Yes, my wife and I have been sued. DAPL has not proven any legal authority supporting  
95 its claim. Also we have incurred legal fees in defending our self against this lawsuit.

96 This is a great example of Dakota Access Pipeline substantially impair the welfare of the  
97 inhabitants of the siting area.

98  
99 **Has any representative of Dakota Access Pipeline made any statements to you or**  
100 **others that you believe are not true? If so, please explain.**

101 Yes, they have made many statements that I feel are untrue. For example, Mr. Mahmoud  
102 stated at the January 22 meeting in Sioux Falls that "Once the pipe's in the ground, you  
103 typically don't know it's there." This is not true for grain farmers and ranchers. You will  
104 be able to see crop damage for many years. A lot longer than what Energy Transfer is  
105 paying farmers for damage. In some cases the land will never be back to its most  
106 productive state.

107 **Please state any other concerns you have regarding the Dakota Access Pipeline.**

108 According to Energy Transfer the oil would be destined for Texas refineries. This does  
109 not make sense to transport the oil all the way to the south coast. There it will be refined  
110 and put on the world market. Some of the refined oil may be sent back to the Midwest,  
111 but this would just keep adding cost and increasing the risk of spills.

112  
113 **Would you be available to present testimony and respond to questions during the**  
114 **formal hearing scheduled for September 29 through October 8, 2015?**

115 Yes, if need be.

116  
117 **Does that conclude your testimony?**

118 Yes.

119  
120 Matthew Anderson

121  
122  
123  
124 Subscribed and sworn before me this 26<sup>th</sup> day of June, 2015.

125  
126  
127 Megan Martyna

128 Notary Public – South Dakota

129 My Commission Expires: 1-24-2020



**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, FOR AN ENERGY  
FACILITY PERMIT TO CONSTRUCT  
THE DAKOTA ACCESS PIPELINE

HP14-002

**PRE-FILED TESTIMONY OF**  
**Ruth E. Arends, Allan C. Arends,**  
**Lorrie L. Bacon, and Sherrie K. Fines-Tracy**

1  
2       **Please state your name and address.**

3       Ruth E. Arends, 614 N. Willow, Pierre, SD 57501

4       Allan C. Arends, 192 W. Lake Drive, Arlington, SD 57212

5       Lorrie L. Bacon, 11 Woodland Drive, Humboldt, IA 50548

6       Sherrie K. Fines-Tracy, 614 N. Willow, Pierre, SD 57501.

7       **How are you involved with the Dakota Access Pipeline project?**

8       We are landowners in Minnehaha County, South Dakota affected by the proposed Dakota  
9       Access Pipeline.

10  
11       **Please describe the history of your family's land ownership, and whether farming**  
12       **will be continued by younger generations.**

13       This is a family farm purchased in 1952. Continuously occupied until 2009. Farmland  
14       leased since approximately 1985 with 58 crop acres, 24 pasture acres and 6 acres of  
15       buildings.

16       One of the owners has future plans to move back and build a new home on the farmstead.  
17

**EXHIBIT**

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18 **Please describe your current farming operations.**

19 Leased since the 1980's and the production of corn, soybeans and livestock is still  
20 continuing today.

21

22 **To the best your knowledge, what area(s) of your property will the Dakota Access**  
23 **Pipeline cross?**

24 Originally ¼ mile north to south of the west side, but we recently found out it cuts east to  
25 west increasing to 3000 feet.

26

27 **How close is the pipeline to any building, bin or pen, water source, or farming**  
28 **facilities (i.e., storage area, feedlot, grazing area, etc.)?**

29 The current proposed location of the pipeline would be within 250 feet of the building  
30 site. The proposed pipeline is also very close to a stock dam and crossing a natural  
31 flowing creek and wetlands.

32

33 **Please describe any special characteristics of your property and farmland, and/or**  
34 **whether you plan to build any houses, outbuildings, shelter belts, or other structures**  
35 **on your property.**

36 We have two (2) building eligibility's on the property one of which one of the current  
37 owner's has plans of building a new home in the future. In addition to the eligibility's,  
38 the northwest corner of the property is prime for commercial development due to two  
39 busy black tops intersecting on that corner.

40

41 Please describe which of your farming operations or other land uses will be  
42 impaired by the Dakota Access Pipeline and how they will be impaired.

43 The highly productive land used for raising our crops will be greatly impaired by the  
44 pipeline. If the pipeline is built, our crops will never be the same. Disturbed soil from  
45 pipeline installation and the heat produced from the pipeline after installation will both  
46 have detrimental effects on crop land. It will never return to its highly productive state.  
47 In addition, when an oil spill occurs, it will leave our farmland and crops saturated. That  
48 land can no longer be farmed and is considered worthless. That was proven by the oil  
49 spills in both Benton, MI on September 16, 2014 and in Bismarck, ND on September 29,  
50 2013. We are also greatly concerned with stray voltage that may come from this  
51 pipeline. The soil, mineral and moisture content of the land, in addition to steel posts are  
52 all conductors of electricity. There is a well on the parcel of land. Our tenant runs  
53 livestock and there is a stock dam and a natural creek running through the property. If  
54 stray voltage were to occur, it could be hazardous and possibly deadly to the livestock.

55

56 Has your farmland been improved with drain tile? If so, please describe whether  
57 you are concerned that pipeline construction may damage and impair the drain tile  
58 performance and investment.

59 We are not aware of any.

60 Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to  
61 the environment or the inhabitants within the siting area? If so, why?

62 Yes!! We are very concerned about an oil leak which would get into our water supply.  
63 In addition, the pipeline is proposed to run one-quarter mile to the west of Wall Lake,  
64 which is approximately one mile north of our property. Wall Lake is part of the aquifer

65 system to the city of Sioux Falls and the overflow is the natural creek through our  
66 property. It is the backup reservoir to our largest population city. An oil leak will have  
67 devastating effects!

68

69 **Do you believe that the Dakota Access Pipeline will substantially impair the health,**  
70 **safety and welfare of the inhabitants of the siting area? If so, why?**

71 Yes!! This proposed pipeline will be carrying HAZARDOUS MATERIAL! It is  
72 extremely flammable. Bakken crude oil has a low flashpoint and may be more explosive  
73 than conventional crude oil. It is also toxic!! The cancer-causing agent benzene, is  
74 detected in the oil. Breathing benzene can cause drowsiness, dizziness, tachycardia  
75 (rapid heart rate), headache, tremors, confusion, unconsciousness, and death. We are  
76 very concerned for all the inhabitants in the sitting area.

77

78 **Have you been sued by Dakota Access Pipeline to compel court ordered access to**  
79 **your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority**  
80 **(i.e., state statute) supporting its claim that you have no right to exclude Dakota**  
81 **Access from your land at the time of said lawsuit? and (2) Have you incurred legal**  
82 **fees in defending against said lawsuit?**

83 Yes, we have been served with a Summons and Complaint for Preliminary Injunction to  
84 Provide Survey Access. No, Dakota Access has not provided us with any legal authority  
85 supporting its claim. Yes, we have and will continue to incur legal fees.

86

87 **Has Dakota Access Pipeline made any statements to you that it is a "carrier" under**  
88 **South Dakota law? If so, please describe.**

89 Not that we recall.

90

91 **Has any representative of Dakota Access Pipeline made any statements to you or**  
92 **others that you believe are not true? If so, please explain.**

93 We don't recall any untrue statements, but there certainly has been a lack of  
94 communication as we are absentee landowners. We were threatened by Collin Stephens  
95 with a temporary restraining order if we did not sign the release to survey the property.

96

97 **Please state any other concerns you have regarding the Dakota Access Pipeline.**

98 **Our family are absentee landowners. From the very beginning we have never**  
99 **received a single piece of information from anyone at DAPL that we didn't first**  
100 **initiate, and we have found some things that never have been shared pertaining to**  
101 **our property.**

102 Our first contact was when Peggy Hoogestraat told us it was going across our property in  
103 early November 2014. Doug Bacon, husband of Lorrie, contacted Edwina Scroggins and  
104 information was shared at that point. Our family decided to deny access for survey at  
105 that time.

106 Our original papers were served to an Arnold Arends in Colton SD., no relation. At the  
107 time of Doug's contact with Edwina in mid-November 2014 until the week of  
108 February 15, 2015, there was no contact by DAPL. At this time a Collin Stephens from  
109 DAPL was looking for Ruth to try and gain access for survey. They still had no clue  
110 where any of us lived!! The bill for property taxes sure seems to arrive in Pierre where  
111 Ruth lives.

112 Doug Bacon, as the family spokesman, had several conversations phone as well as email  
113 with Collin, the last being March 19, 2015. An email sent to Collin offering to rent them  
114 access for survey for \$3 per running foot of pipeline to do their survey. No response.  
115 We have just found out this week that on March 19, 2015 DAPL filed with PUC a change  
116 on the pipeline route. Previously it crossed our property on the west side somewhat north  
117 to south for approximately 1200 feet. The new proposal has it entering at the same  
118 northwest location but now running all the way across our property to the east, going out  
119 the southeast corner, approximately 3000 feet in length. NO NOTIFICATION!! We  
120 only learned of this from the tenant and by going to the PUC website. There were many  
121 names on the change filed but not ours?

122 We are very concerned about the lack of communication! As in *NONE* unless they want  
123 to serve us papers! We are just curious, usually when someone wants something from  
124 someone else they communicate and share what is happening. Not these people!!!

125  
126 **Would you be available to present testimony and respond to questions during the**  
127 **formal hearing scheduled for September 29 through October 8, 2015?**

128 Mostly likely not, because of the distance and our employment status.

129

130 **Does that conclude your testimony?**

131 Yes.

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164

Dated this 2 day of July, 2015

Ruth E. Arends  
Ruth E. Arends

Allan C. Arends  
Allan C. Arends

Lorrie L. Bacon  
Lorrie L. Bacon

Sherrie K. Fines-Tracy  
Sherrie K. Fines-Tracy

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

**PRE-FILED TESTIMONY OF  
Delores (Andreessen) Assid**

16 Margaret Hilt, and I inherited the farm in 1988, when my mother passed away. We  
17 continue to rent the farmland to a farmer, Doug Vanderwerff, who grows corn and  
18 soybeans on it. My two daughters and my two nephews will someday inherit the farm  
19 from my sisters and me. They plan on continuing to own the land and rent it out. One  
20 daughter, Laurie Kunzelman, has been thinking about building a home on the farm.

21 **Please describe your current farming operations.**

22 We rent out the farm for cash rent. The tenant farmer, Doug Vanderwerff, grows corn  
23 and soybeans, and has a little hay land on the half section. This man has been farming  
24 our land for about 30 years and plans to continue to do so.

25 **To the best of your knowledge, what area(s) of your property will the Dakota Access**  
26 **Pipeline cross?**

27 The pipeline would cross the east quarter section (160 acres) of the farm from the  
28 northwest corner to the southeast corner, effectively cutting that quarter section in half.

29 **How close is the pipeline to any building, bin or pen, water source, or farming**  
30 **facilities (i.e., storage area, feedlot, grazing area, etc.)?**

31 The pipeline would run approximately 50 feet from the land surrounding the farm  
32 buildings and the windmill, which provides water for the house.

33 **Please describe any special characteristics of your property and farmland, and/or**  
34 **whether you plan to build any houses, outbuildings, shelter belts, or other structures**  
35 **on your property.**

36 My land has cement tile going from a pond north of the house to the road ditch south of  
37 the house. The proposed pipeline would cross this tile. There is also tile a short distance  
38 west of this tile. I'm not sure if the pipeline would cross that tile or not.

39 My daughter, Laurie Kunzelman, has been considering building a home on the southeast  
40 corner of the farm, but the pipeline would prevent that. My sisters and I have also  
41 considered selling one acreage on the northeast corner of the farm.

42 **Please describe which of your farming operations or other land uses will be**  
43 **impaired by the Dakota Access Pipeline and how they will be impaired.**

44 Corn and soybeans are both grown yearly in alternating areas in that quarter section of  
45 the farm. The pipeline would severely cut down on crop production of each of them.  
46 The tenant would lose acres to plant, receive much less income from that quarter section,  
47 and it would inconvenience him when trying to farm the land, with the pipeline cutting  
48 that quarter section in half. Consequently, he would be unwilling to pay as much rent per  
49 acre, so we would be losing income. No one else would be willing to farm it either, with  
50 that pipeline running through there. Also, if we did try to sell any acreages, people would  
51 not want to buy and build on the land with that pipeline under it. Dakota Access would  
52 not allow any buildings on the easement, either.

53 **Has your farmland been improved with drain tile? If so, please describe whether**  
54 **you are concerned that pipeline construction may damage and impair the drain tile**  
55 **performance and investment.**

56 Yes, this quarter has two areas of drain tile. The pipeline would cross at least one of  
57 them. The tile is cement and quite old. I am very much afraid that the tile would be  
58 damaged. Then the water would not drain out of the low area and could reach the house  
59 and other buildings. It would be very costly to replace the drain tiles if they were  
60 damaged. I'm also afraid oil could get into the tiles and into the water if the tiles were  
61 broken.

62 **Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to**  
63 **the environment or the inhabitants within the siting area? If so, why?**

64 Yes, I definitely believe the pipeline would pose a threat to the environment and the  
65 inhabitants of this farm. The oil could leak onto the land and into the water as it has often  
66 done in many other areas. The oil could flow into Little Beaver Creek which runs through  
67 the farm. Then it could get into Beaver Creek, and subsequently into the Sioux River and  
68 the aquifer. The oil in this pipeline is a highly volatile substance. Pipelines explode,  
69 rupture, and leak. Even with shut-off valves, a great deal of oil would escape into the  
70 environment. If the pipeline exploded, it could definitely hurt or kill people and animals  
71 in the area. Also, the oil could be poisonous and carcinogenic to the people and animals  
72 in contact with it. I have designated wetlands on my farm which could be threatened by  
73 the pipeline.

74 **Do you believe that the Dakota Access Pipeline will substantially impair the health,**  
75 **safety and welfare of the inhabitants of the siting area? If so, why?**

76 Yes, it will most definitely impair the financial welfare of the tenant farmer and the  
77 landowners (us), due to the amount of land that will be dug up all the way across that  
78 quarter section. Crops will not be as good. This could happen again and again, anytime  
79 the pipeline company would decide to go back in and dig it up to put more pipes in, or to  
80 work on them for some reason. Yet the pipeline company is only offering a onetime  
81 lump sum payment. I am also concerned that stray voltage could affect the health, safety,  
82 and welfare of the tenant farmer, the residents, and anyone else near the pipeline. As I  
83 stated before, the oil itself could affect the health, safety, and welfare of everyone in the  
84 area because of the volatility of the oil and the chemicals that the oil contains. Dakota

85 Access cannot guarantee the safety of the pipeline. There have been more pipeline  
86 accidents than train accidents involving oil.

87 **Have you been sued by Dakota Access Pipeline to compel court ordered access to**  
88 **your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority**  
89 **(i.e., state statute) supporting its claim that you have no right to exclude Dakota**  
90 **Access from your land at the time of said lawsuit? and (2) Have you incurred legal**  
91 **fees in defending against said lawsuit?**

92 Yes, Dakota Access has filed a lawsuit against us to allow them to enter our farm to  
93 survey it. I told them "No" two different times, that they could not enter our land.

94 Yes, we have hired a lawyer, Glenn Boomsma, to represent us in this matter. This is  
95 costing us a great deal of money.

96 **Has Dakota Access Pipeline made any statements to you that it is a "common**  
97 **carrier" under South Dakota law? If so, please describe.**

98 No, they did not.

99 **Has any representative of Dakota Access Pipeline made any statements to you or**  
100 **others that you believe are not true? If so, please explain.**

101 Yes, first of all they told me that I should allow them on my land. If I don't, they will  
102 just take it by eminent domain, anyway. However, they do not have the right of eminent  
103 domain as of yet.

104 Secondly, they told Rhonda Nielsen, who lives in the house on that quarter section, that  
105 my sisters and I had agreed to let Dakota Access enter my land, survey it, and build the  
106 pipeline there. They also told her there was nothing she could do about it. Rhonda was  
107 very upset that we would do this. We never gave them permission to enter our land,  
108 survey it, or build the pipeline there.

109 **Please state any other concerns you have regarding the Dakota Access Pipeline.**

110 South Dakota and Iowa both grow large amounts of corn. Ethanol producers in South  
111 Dakota use much of this corn to produce ethanol, which greatly helps the economy of  
112 South Dakota. The oil pipeline will benefit the economy of North Dakota and Texas, but  
113 will be of only a small benefit to the economy of South Dakota. That oil is a non-  
114 renewable source of fuel and produces greenhouse gases. Corn is a renewable source of  
115 fuel. South Dakota should be putting all of its effort into increasing the supply and  
116 demand for ethanol. This would be much more beneficial to the farmers and to the state.

117 **Would you be available to present testimony and respond to questions during the**  
118 **formal hearing scheduled for September 29 through October 8, 2015?**

119 No. I am 89 years old and have recently had my left knee replaced. It is still giving me a  
120 great deal of pain.

121 I give my permission for my daughter, Laurie Kunzelman, to speak on my behalf during  
122 the formal hearing. Her address is 3604 East Woodsedge St., Sioux Falls, SD 57108.

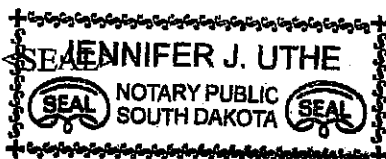
123 **Does that conclude your testimony?**

124 Yes.  
125  
126

127 Delores L. Assid  
128

129  
130 Subscribed and sworn before me this 19 day of June, 2015.  
131

132 Joseph J. Uthe  
133 Notary Public - South Dakota  
134 My Commission Expires: 9/9/2014



**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF DAKOTA ACCESS, LLC FOR AN ENERGY FACILITY PERMIT TO CONSTRUCT THE DAKOTA ACCESS PIPELINE	HP14-002  <b>PRE-FILED TESTIMONY OF ORRIN GEIDE</b>
--	---

STATE OF SOUTH DAKOTA )  
  :SS  
COUNTY OF MINNEHAHA.)

Orrin Geide, being first duly sworn on his/her oath, deposes and states as follows:

**Please state your name and address.**

Orrin Geide

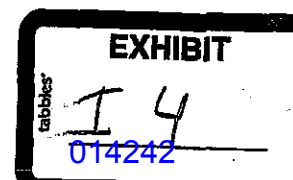
46134 263rd Street

Hartford, SD 57033

**How are you involved with the Dakota Access Pipeline project?**

I am a landowner in Minnehaha County, South Dakota affected by the proposed Dakota  
Access Pipeline.

**Please describe the history of your family's land ownership, and whether farming  
will be continued by younger generations.**



My land is our families home place which was purchased by my father in 1950 and has been passed down to me so that the farming operation could continue. This land will be affected by the proposed Dakota Access Pipeline.

**Please describe your current farming operations.**

I grow corn, soybeans and livestock. We use conventional and no till operations.

**To the best your knowledge, what area(s) of your property will the Dakota Access Pipeline cross?**

It will cross through the east side of my quarter along the section line affecting crop ground and also my pasture which is contains my buffalo herd.

**How close is the pipeline to any building, bin or pen, water source, or farming facilities (i.e., storage area, feedlot, grazing area, etc.)?**

It will run right on top of my water source which I have three wells that I draw from.

**Please describe any special characteristics of your property and farmland, and/or whether you plan to build any houses, outbuildings, shelter belts, or other structures on your property.**

I have plans for planting a shelter belt where the proposed pipeline will run through.

**Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

The highly productive land used for raising our crops will be greatly impaired by the pipeline. If the pipeline is built, our crops will never be the same. Disturbed soil from pipeline installation and the heat produced from the pipeline after installation will both have detrimental effects on crop land. It will never return to it's highly productive state. In addition, when an oil spill occurs, it will leave our farmland and crops saturated. That land can no longer be farmed and is considered worthless. That was proven by the oil spills in both Benton, Mich. on Sept. 16, 2014 and in Bismarck, ND on Sept. 29, 2013. We are also greatly concerned with stray voltage that may come from this pipeline. The soil, mineral and moisture content of the land in addition to steel posts are all conductors of electricity. There are 3 wells on that section of land that our family runs livestock through. If stray voltage were to occur, it could be hazardous and possibly deadly to our livestock.

**Has your farmland been improved with drain tile? If so, please describe whether you are concerned that pipeline construction may damage and impair the drain tile performance and investment.**

I am waiting approval from the NRCS for drain tile installation in the fall of 2015.

Pipeline construction will greatly impair the drain tile performance and investment.

**Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to the environment or the inhabitants within the siting area? If so, why?**

Yes! I am very concerned about an oil leak which would get into our water supply. In addition, the pipeline is proposed to run ¼ mile to the west of Wall Lake, which is approximately 2 ¼ miles from our land. Wall Lake is part of the aquifer system to the city of Sioux Falls. It is the backup reservoir to our highest populated city. An oil leak will have devastating effects!

**Do you believe that the Dakota Access Pipeline will substantially impair the health, safety and welfare of the inhabitants of the siting area? If so, why?**

Yes!! This proposed pipeline will be carrying **HAZARDOUS MATERIAL!** It is extremely flammable. Bakken crude oil has a low flashpoint and may be more explosive than conventional crude oil. It is also toxic!! The cancer-causing agent, benzene, is detected in the oil. Breathing benzene can cause drowsiness, dizziness, tachycardia (rapid heart rate), headache, tremors, confusion, unconsciousness, and death. I am very concerned for all the inhabitants in the siting area.

**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against said lawsuit?**

Yes, I have been served with a Summons and Complaint for Preliminary Injunction to Provide Survey Access. No, Dakota Access has not provided me with any legal authority supporting its claim. Yes, I have and continue to incur legal fees.

**Has any representative of Dakota Access Pipeline made any statements to you or others that you believe are not true? If so, please explain.**

At the January 22, 2015 public meeting in Sioux Falls, I had asked the Dakota Access representatives numerous questions regarding the pipeline project. After I asked these questions and gave my concerns, Joey Mahmoud, Vice President - Engineering, stated that we have "already talked about most of these issues". That statement was simply not true. None of the questions that I asked have ever been personally addressed to me or to my family ~ not that night and not to this day.

**Please state any other concerns you have regarding the Dakota Access Pipeline.**

I am concerned with all of the proposed project "benefits" that Dakota Access is proposing. The estimated monetary benefits that the state receives in the short term does not compare to the long term monetary benefits that Dakota Access and the 'big oil' companies will be filling their pockets with 'indefinitely'. Alaska does not have income tax due to revenues that they receive off the pipelines. Do not approve a pipeline that will not benefit our state for the life of that pipeline.

If the pipeline permit is approved, I am also greatly concerned with how that will effect our property value.

When an oil spill happens, who will pay for the clean up? When our farmland is left saturated and worthless, what kind of financial compensation will be offered? Will it be to the landowners satisfaction or will things wind up in long protracted legal battles in court?

Pipeline spills are inevitable whether it be from material, welding and equipment failure, corrosion or the environment. Pipelines require constant monitoring and accidents may result from undetected failures due to insufficient or delayed monitoring, deficient integrity management procedures or inadequate training of control center personnel. I am very concerned about the quality and installation of the pipeline as well as the monitoring of this line.

Another GREAT concern is that there is no state agency/inspectors/etc that will enforce permit conditions, easement agreements or "police" the pipeline. That is very FRIGHTENING to my family and to myself. They are just given a free pass to do as they please on the land that we have worked so hard to take care of!!

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

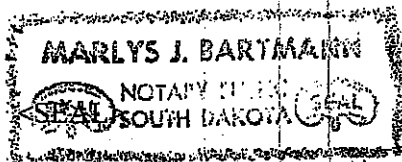
Yes

**Does that conclude your testimony?**

Yes.

Quinn Beider

Subscribed and sworn before me this 2 day of July, 2015.



Marlys J. Bartmann  
Notary Public - South Dakota  
My Commission Expires: 9-30-2019

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

HP14-002

**PRE-FILED TESTIMONY OF**  
Linda Ann Goulet

STATE OF SOUTH DAKOTA )

:SS

COUNTY OF Lincoln )

1 Linda Ann Goulet \_\_\_\_\_, being first duly sworn on his/her oath,  
2 deposes and states as follows:

3 **Please state your name and address.**

4 Linda Ann Goulet

5 27332 Atkins Place

6 Tea, SD 57064

7 **How are you involved with the Dakota Access Pipeline project?**

8 I am a landowner in Lincoln County, South Dakota affected by the proposed Dakota  
9 Access Pipeline.

10

11 **Please describe the history of your family's land ownership, and whether farming**  
12 **will be continued by younger generations.**

13

14 **4/23/1923 Sophia Nichel sold to Gilbert Schoffelman for \$ 18,000. \$112.50 per acre.**

**EXHIBIT**

tabbles

15

014249

38 To the best your knowledge, what area(s) of your property will the Dakota Access  
39 Pipeline cross?

40 Based on the most recent maps by Dakota Access and flags placed in the road ditch,  
41 the pipeline would enter the NW corner going to the SE corner cutting diagonally  
42 across the entire farm. This area includes crop production land as well as pasture.

43  
44  
45  
46 How close is the pipeline to any building, bin or pen, water source, or farming  
47 facilities (i.e., storage area, feedlot, grazing area, etc.)?

48 Approximately 300 yards to the nearest building and 340 yards to the well.

49 It is planned to go under the creek which drains the watershed NW of Tea and flows  
50 into the Sioux River.

51 The pipeline would cross the easement held by South Lincoln Rural Water.

52 As stated previously it would cross the grazing area.

53  
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55  
56 Please describe any special characteristics of your property and farmland, and/or  
57 whether you plan to build any houses, outbuildings, shelter belts, or other structures  
58 on your property.

59 The land is drain tiled, some of which is clay.

60 Open Waterway ditch running south on east side of property.

61 It has 3 housing eligibilities with potential for future development since State  
62 Highway # 17 runs on the west side of the property.

63  
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67 Please describe which of your farming operations or other land uses will be  
68 impaired by the Dakota Access Pipeline and how they will be impaired.  
69 Initially, no access for daily operations on cropland on south half of property.  
70 Natural waterways blocked and would need to be reconstructed. The tillable acres  
71 won't produce the same and the quality of the pasture will be impaired. Future  
72 development potential diminished due to restrictions of building on pipeline and  
73 lack of desire for homeowners to live near pipeline.

74 There is currently an existing housing development ½ mile NE of our farm, located  
75 outside of the City of Tea; as well as a second development planned (zoning has been  
76 changed to agricultural/residential) ½ mile north of our farm. These developments  
77 are outside the City of Tea growth plan. Just because a particular city doesn't have  
78 these affected areas in their growth plan, doesn't mean they won't be developed –  
79 unless of course pipeline easements restrict the development.

80  
81 Has your farmland been improved with drain tile? If so, please describe whether  
82 you are concerned that pipeline construction may damage and impair the drain tile  
83 performance and investment.

84 Yes, it has been drain tiled and parts of it are clay tile. I am concerned that the tile  
85 may crumble by excavating the ground near it, construction equipment going over it  
86 or by additional underground pressure from settling afterwards.

87  
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90  
91 Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to  
92 the environment or the inhabitants within the siting area? If so, why?

93 Yes, Ruptures, oil leaks, environmental damages in the future.

94 In February, the Wall Street Journal compared oil from 86 locations around the  
95 world and found Bakken crude oil to be the most explosive. This was introduced  
96 December 11, 2014 in the Assembly Resolution No 191 State of New Jersey 216<sup>th</sup>  
97 Legislature.

98  
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102 Do you believe that the Dakota Access Pipeline will substantially impair the health,  
103 safety and welfare of the inhabitants of the siting area? If so, why? Yes,  
104 Watershed damage as East Beaver Creek drains the Watershed North and West of  
105 Tea and flows through our farm, eventually into the Bis Sioux River and then the  
106 Missouri. Will eliminate the potential for future development due to people not  
107 wanting to reside near an oil pipeline.

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**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against said lawsuit?**

Yes – I have been sued.

No – Dakota Access has not provided any legal authority (state statute).

Yes – I have incurred legal fees.

**Has Dakota Access Pipeline made any statements to you that it is a “common carrier” under South Dakota law? If so, please describe. No**

**Has any representative of Dakota Access Pipeline made any statements to you or others that you believe are not true? If so, please explain. Yes**  
**They have stated they contacted all land owners once by letter and twice in person.**

131 My experience, letter delivered 12/24/2014. While I was out-of-state my neighbor  
132 left message to call # 605-277-1223 and speak to a Chris Hobbs, supervisor for  
133 Dakota Access which I did as requested. I have had no other contact with Dakota  
134 Access.

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139 Please state any other concerns you have regarding the Dakota Access Pipeline.

140 Will devalue production ground and subsequent crop production.

141 Will eliminate opportunity for rural residential development.

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146 Would you be available to present testimony and respond to questions during the  
147 formal hearing scheduled for September 29 through October 8, 2015?

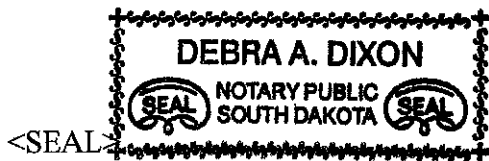
148  
149 Does that conclude your testimony?

150 Yes.

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155  
156 Subscribed and sworn before me this 19<sup>th</sup> day of June, 2015.

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161  
162  
163  
164



Debra A Dixon  
Notary Public – South Dakota  
My Commission Expires: 03-12-2018

<p>IN THE MATTER OF THE APPLICATION OF DAKOTA ACCESS, LLC FOR AN ENERGY FACILITY PERMIT TO CONSTRUCT THE DAKOTA ACCESS PIPELINE</p>	<p>HP14-002</p> <p>PRE-FILED TESTIMONY OF <u>ROD &amp; JOY HOHN</u></p>
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Our land is adjacent to Joy's brothers land, which is where she was raised. That home place was purchased by her father in 1950 and has been passed down to her brother so that the farming operation could continue. Joy's brothers land will also be affected by the proposed Dakota Access Pipeline. We had purchased our adjacent land to the home place to build upon our families farming operation with her brother. Since Joy's brother has no children that would continue the farming operation, our children (ages 12 and 10) have been very active and show great interest in this operation. They have helped with planting & harvest (our 12 year old drove the tractor pulling the grain cart for last fall's harvest), taking care of the cattle (including pulling calves from their mothers) and general upkeep of our farm places (mowing lawn, planting the garden, etc.).

**Please describe your current farming operations.**

We grow corn, soybeans and livestock. We use conventional and no till operations.

**To the best your knowledge, what area(s) of your property will the Dakota Access Pipeline cross?**

It will cross through our west quarter along the section line.

**How close is the pipeline to any building, bin or pen, water source, or farming facilities (i.e., storage area, feedlot, grazing area, etc.)?**

Approximately ¼ of a mile

**Please describe any special characteristics of your property and farmland, and/or whether you plan to build any houses, outbuildings, shelter belts, or other structures on your property.**

We have two (2) building eligibility's on that section of land and have plans for future development.

**Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

The highly productive land used for raising our crops will be greatly impaired by the pipeline. If the pipeline is built, our crops will never be the same. Disturbed soil from pipeline installation and the heat produced from the pipeline after installation will both have detrimental effects on crop land. It will never return to it's highly productive state. In addition, when an oil spill occurs, it will leave our farmland and crops saturated. That land can no longer be farmed and is considered worthless. That was proven by the oil spills in both Benton, Mich. on Sept. 16, 2014 and in Bismarck, ND on Sept. 29, 2013. We are also greatly concerned with stray voltage that may come from this pipeline. The soil, mineral and moisture content of the land in addition to steel posts are all conductors of electricity. There are 3 wells on that section of land that our family runs livestock through. If stray voltage were to occur, it could be hazardous and possibly deadly to our livestock.

**Has your farmland been improved with drain tile? If so, please describe whether you are concerned that pipeline construction may damage and impair the drain tile performance and investment.**

We do not have drain tile that we are aware of.

**Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to the environment or the inhabitants within the siting area? If so, why?**

Yes! We are very concerned about an oil leak which would get into our water supply. In addition, the pipeline is proposed to run ¼ mile to the west of Wall Lake, which is approximately 2 ¼ miles from our land. Wall Lake is part of the aquifer system to the city of Sioux Falls. It is the backup reservoir to our highest populated city. An oil leak will have devastating effects!

**Do you believe that the Dakota Access Pipeline will substantially impair the health, safety and welfare of the inhabitants of the siting area? If so, why?**

Yes!! This proposed pipeline will be carrying **HAZARDOUS MATERIAL!** It is extremely flammable. Bakken crude oil has a low flashpoint and may be more explosive than conventional crude oil. It is also toxic!! The cancer-causing agent, benzene, is detected in the oil. Breathing benzene can cause drowsiness, dizziness, tachycardia (rapid heart rate), headache, tremors, confusion, unconsciousness, and death. We are very concerned for all the inhabitants in the sitting area.

**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against said lawsuit?**

Yes, we have been served with a Summons and Complaint for Preliminary Injunction to Provide Survey Access. No, Dakota Access has not provided us with any legal authority supporting its claim. Yes, we have and continue to incur legal fees.

**Has any representative of Dakota Access Pipeline made any statements to you or others that you believe are not true? If so, please explain.**

At the January 22, 2015 public meeting in Sioux Falls, Joy had asked the Dakota Access representatives numerous questions regarding the pipeline project. After she asked these questions and gave her concerns, Joey Mahmoud, Vice President - Engineering, stated that we have "already talked about most of these issues". That statement was simply not true. None of the questions that she asked have ever been personally addressed to her or to our family ~ not that night and not to this day.

**Please state any other concerns you have regarding the Dakota Access Pipeline.**

We are concerned with all of the proposed project "benefits" that Dakota Access is proposing. The estimated monetary benefits that the state receives in the **short term** does not compare to the **long term** monetary benefits that Dakota Access and the 'big oil' companies will be filling their pockets with 'indefinitely'. Alaska does not have

income tax due to revenues that they receive off the pipelines. Do not approve a pipeline that will not benefit our state for the life of that pipeline.

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Another GREAT concern is that there is no state agency/inspectors/etc that will enforce permit conditions, easement agreements or "police" the pipeline. That is very FRIGHTENING to us and our family. They are just given a free pass to do as they please on the land that we have worked so hard to take care of!!

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

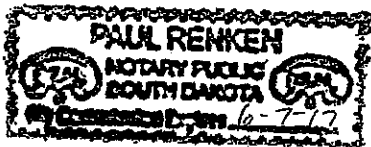
Yes, but only Joy would be available.

Does that conclude your testimony?

Yes.

Paul Renken

Subscribed and sworn before me this 29<sup>th</sup> day of June, 2015.

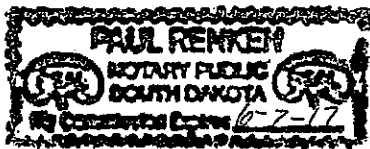


<SEAL>

Paul Renken  
Notary Public - South Dakota  
My Commission Expires: 6-7-17  
County of Minnehaha

Jay Holm

Subscribed and sworn before me this 29<sup>th</sup> day of June, 2015.



<SEAL>

Paul Renken  
Notary Public - South Dakota  
My Commission Expires: 6-7-17  
County of Minnehaha

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

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IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

HP14-002

PRE-FILED TESTIMONY OF  
PEGGY HOOGESTRAAT

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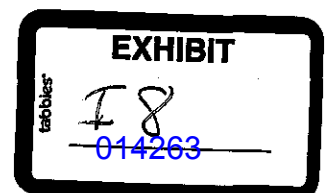
Almost a year ago, SD PUC Chairman Gary Hanson stated officials there first learned about the Dakota Access Pipeline project from landowners three to four weeks before being contacted by company officials. Hanson said "We didn't hear about it originally from the company itself, which is unusual."

For Energy Transfer, this was not unusual but it was a normal tactic to reach landowners before they could even know what was about to be presented. The only information available at that time came from the land agents who appeared at the landowners' doors. Landowners were told their property was chosen to be crossed by a pipeline to be installed through the Midwest. They were told they had no choice but to allow a survey on their property and later an easement agreement would be presented.

This situation was not unusual-it was planned. That is how Energy Transfer gets their foot in the door before the state knows what is coming. Personally, I have received phone calls and letters from landowners across the state who are opposed to the installation of the pipeline. Many of them believed they had no choice but to sign an agreement. One landowner never gave permission for a survey but it was done anyway. The fear of repercussions from Energy Transfer if they speak up has kept landowners from voicing their opinion to the PUC. They feel they have been let down by the system within our state. They feel their land has been handed over to an out-of-state private business for the benefit of the business and its stockholders.

Energy Transfer has done its homework. It has formed yet another limited liability company to go forward with its intentions. It has hired South Dakotans who are familiar with the political and economic leverage in the state. Energy Transfer has focused on issues of concern within the state. Some of those issues include teacher salaries, lack of rail cars, and road repairs. Energy Transfer's solutions to each of these issues have been overrated. Tax monies received from the taxation of the pipelines for schools and counties and townships will be actually be received and allocated by the state. No state official has claimed that the tax numbers provided by Energy Transfer are accurate. In regards to railroads, the lack of rail cars in the past is not due to the transportation of oil as much as Energy Transfer claims.

Energy Transfer's claim of providing jobs in South Dakota has not been so convincing because of South Dakota's low employment rate. Over and over, job opportunities already filled for the proposed pipeline have been enjoyed by out-of-state employees. One of the examples involves the unloading of pipes from a railcar west of Aberdeen. This has been done by employees of T.G. Mercer, a pipe unloading company from Aledo, Texas. The pipes are marked "Made in Canada".



When Dakota Access has been asked a question in the interrogatories about how the share of Bakken oil production that Dakota Access plans to transport by pipeline is currently being transported, the answer is "the request is irrelevant". The question is very relevant because the pipeline is not a necessity to transport the oil. The pipeline will merely provide a cheaper and more flexible opportunity for its shippers to reach multiple markets. All interested parties interested in receiving copies of the open season agreement, including deficiency agreements and proposed tariffs, have to sign a confidentiality agreement. If the proposed pipeline is supposed to be for the benefit of South Dakota and the public, why are there so many secrets? Why are landowners told they cannot disclose easement agreement information after the easements are signed? To add to South Dakota landowners' concern, the crude oil shipped through the proposed pipeline is not guaranteed to stay within the United States.

As a South Dakota landowner myself, I am concerned about the significant lack of protecting rural South Dakota compared to water areas and high populated areas. South Dakota's prime farmland is just as important to the state, nation and the world. Also, requirements set by the regulatory agencies allow opportunities for spills or leaks to not be reported. (See exhibit 1) Property owners are very concerned about the liability issues.

Property owners have questioned the need for surveys prior to the granting of the permit. Surveys already completed are lacking a large amount of information needed to determine the safe crossing or avoidance of sensitive areas, historic areas, or special archaeological areas.

It is a fact that the Bakken oil has been there for many years. It was not until the EPA rules were changed and then the oil began flowing. The rush was on. It appears that Energy Transfer is attempting to make some quick profits. The South Dakota government and leaders across the state have fallen short to: (1) inform landowners and citizens of their rights, (2) explain the process of application by Dakota Access Pipeline, and (3) share the facts and truth of what is to come if this (or any) pipeline is installed.

Large oil companies and agricultural businesses are at war. I ask that sacrificing landowners not be the target of this whole process.

Another concern in regards to the crude oil is the exposure to the carcinogen contained in the oil. The carcinogens are agents directly involved in causing cancer. It makes no sense to ship this dangerous product in a 30 inch pipeline through a highly populated area of South Dakota. (see exhibit 2)

Andrea Thronton of Natural Resource Group has included in her testimony issues including highly erodible soils. Counties, townships and landowners across South Dakota have worked together to prevent erosion. Consideration of this matter by the contractors hastily installing the proposed pipeline is a very serious concern. Reclamation of cropland and pastures is a great concern in regards to each and every farmer. Many farmers fear the land will be damaged and never as productive as it is today. The lack of controlling the spread of noxious weeds after the installation of the pipeline will become a hardship for landowners.

Another hardship for landowners across South Dakota has been the need to hire attorneys to protect their property and their interests. Landowners directly or indirectly affected by the proposed pipeline should be reimbursed for all attorney fees accumulated through the entire process.

Many South Dakotans believe that succession is about honoring the past, profiting today and securing tomorrow. If the pipeline permit is granted, the pipeline will interfere with the orderly development of the region, thus, dishonoring the past. The pipeline will impair the wealth of the inhabitants and the profits of today. Tomorrow will not be secure as the pipeline will pose a threat of serious injury to the environment and the future inhabitants. Please do not stop the succession that South Dakotans are experiencing. Please deny the pipeline permit.

Attached hereto and incorporated herewith are the following documents to support my testimony;

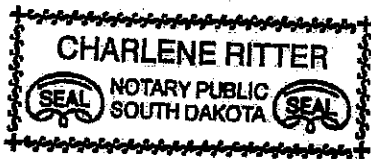
Exhibit 1: Pages 1, 2, and 3 from the DAPL North Facility Response Plan dated June 2015

Exhibit 2: Minnehaha County Residential Distribution map dated June 15, 2015

This concludes my testimony.

Peggy Hoogestraat  
Peggy Hoogestraat

Subscribed and sworn before me this 12<sup>th</sup> day of August, 2015.



Charlene Ritter  
Notary Public – South Dakota  
My Commission Expires: \_\_\_\_\_

Charlene Ritter  
My Commission Expires 8-25-2020

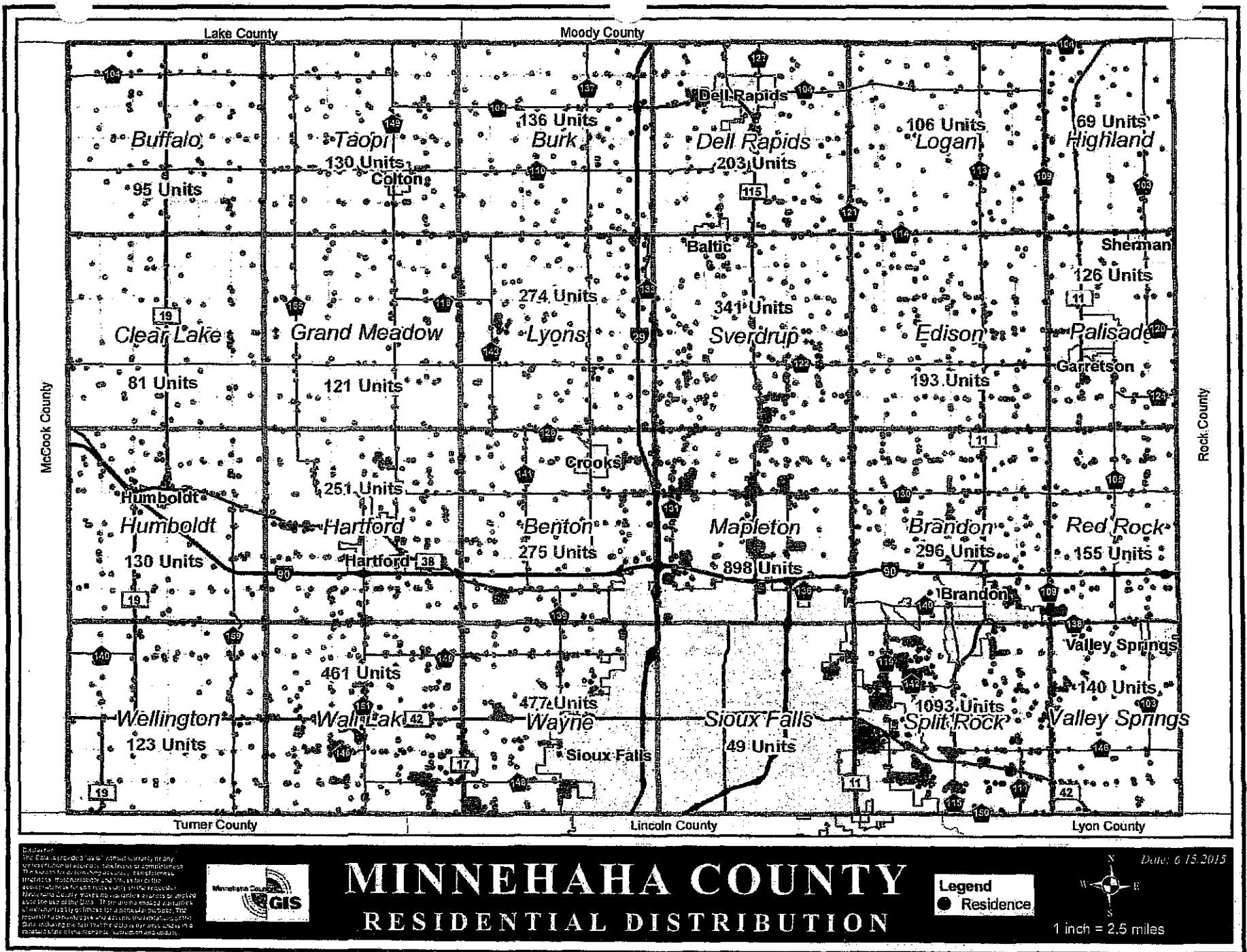
**TABLE 2-3 – REGULATORY AGENCY CONTACT INFORMATION**

REGULATORY AGENCY CONTACT INFORMATION		
Agency	Phone Number	Reporting Requirements
<b>Federal Agencies</b>		
National Response Center (NRC)  <i>NRC will contact all other federal agencies including USDOT/PHMSA and EPA</i>	(800)424-8802 or (202) 267-2675	Any spill on water.  Telephonic notification is required within 1 hour following the discovery of a release that resulted in any discharge to water
U.S. Department of Transportation/Pipeline Hazardous Materials Safety Administration (PHMSA)	(800)424-8802 or (202) 267-2675	<p><b>Telephonic Notification</b> At the earliest practicable moment following discovery of a release of the hazardous liquid resulting in an event described above, the operator shall give notice of any failure that:</p> <ul style="list-style-type: none"> <li>• Caused a death or a personal injury requiring hospitalization</li> <li>• Resulted in either a fire or explosion not intentionally set by the operator</li> <li>• Caused estimated property damage, including cost of clean-up and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000</li> <li>• Resulted in pollution of any stream, river, lake, reservoir, or other similar body of water that violated applicable water quality standards, caused a discoloration of the surface of the water or adjoining shoreline, or deposited a sludge or emulsion beneath the surface of the water or upon adjoining shorelines or</li> <li>• In the judgment of the operator was significant even though it did not meet the criteria of any of the above.</li> </ul> <p><b>Written Reporting</b> A 7000-1 report is required within 30 days after discovery of the accident for each failure in a pipeline system regulated by DOT 195 in which there is a release of the hazardous liquid transported resulting in any of the following:</p>

<p>U.S. Department of Transportation/Pipeline Hazardous Materials Safety Administration (PHMSA) Continued...</p>		<ul style="list-style-type: none"> <li>• Explosion or fire not intentionally set by the operator</li> <li>• Release of 5 gallons or more of hazardous liquid except that no report is required for a release of less than 5 barrels resulting from a pipeline maintenance activity if the release is: <ul style="list-style-type: none"> <li>• Not otherwise reportable under this section</li> <li>• Not on water</li> <li>• Confined to company property or pipeline right-of-way and</li> <li>• Cleaned up promptly</li> </ul> </li> <li>• Death of any person</li> <li>• Personal injury necessitating hospitalization</li> <li>• Estimated property damage, including cost of clean-up and recovery, value of lost product, and damage to the property of the operator or others, or both, exceeding \$50,000.</li> <li>• A supplemental report shall be filed within 30 days of receiving any changes in the information reported or additions to the original DOT 7000-1 report.</li> </ul>
<b>State Agencies</b>		
<b>North Dakota</b>		
<p>North Dakota Department of Environment Health</p> <p>State Emergency Response Committee</p> <p>Counties: Mountrail, Williams, McKenzie, Dunn, Mercer, Morton, Emmons</p>	<p>(701) 328-5210 1-800-472-2121 (24 hour hotline)</p> <p>(701)-328-8100</p>	<p>Any spill or discharge of liquid or solid waste which may cause pollution of waters of the state must be reported immediately. The owner, operator, or person responsible for a spill or discharge must notify the department or the North Dakota hazardous materials emergency assistance and spill reporting number as soon as possible and provide all relevant information about the spill.</p>

State Agencies Continued		
South Dakota		
South Dakota Department of Environment and Natural Resources (DENR)	Main Line 1-605-773-3296 After Hours 1- 605-773-3231	A release or spill of a regulated substance must be reported to DENR immediately if the release or spill threatens the waters of the state, causes an immediate danger to human health or safety, exceeds 25 gallons, causes a sheen on surface waters, contains any substance that exceeds the ground water quality standards of ARSD chapter 74: 54: 01, contains any substance that exceeds the surface water quality standards of ARSD chapter 74: 54: 01, harms or threatens to harm wildlife or aquatic life, or contains crude oil in field activities under SDCL chapter 45-9 is greater than 1 barrel.
State Emergency Response Committee	Main Line 800-433-2288  After Hours 605-773-3231	
Counties: Campbell, McPherson, Edmunds, Faulk, Spink, Beadle, Kingsbury, Miner, Lake, McCook, Minnehaha, Turner, Lincoln		

DRAFT



IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

**PRE-FILED TESTIMONY OF  
PEGGY HOOGESTRAAT**

COUNTY OF MINNEHAHA )

15 Marjorie, along with their two daughters, Peggy and Pamela, then moved there from  
16 Parker, South Dakota.

17 In March, 1979 Elwayne and Marjorie purchased 120.24 acres adjoining to the north of  
18 their 320 acres. This was purchased from Willard Heiden and Donna Heiden with a  
19 contract for deed. The contract was paid in full by May 6, 1989.

20 The north 102.24 acres had a railroad line (Chicago and Northwestern Transportation Co)  
21 along the north edge of the property. In 1983, the Berens' purchased the railroad right-  
22 of-way along that north edge due to the abandoning of the railroad line.

23 Due to the premature deaths of their parents, sisters Peggy and Pamela inherited the  
24 above described property. With the distribution of all property, Peggy received the north  
25 160 acres as well as the 120.24 acres purchased in 1979.

26 Peggy has rented the cropland and pasture to Robert Person (Pamela's husband) and  
27 Matthew Anderson (Peggy's son).

28 Because of the close proximity to Sioux Falls and Hartford, some of the property is more  
29 desirable. Peggy has received inquiries into the purchase of the Humboldt Township  
30 property. One party was interested in the entire property (see Exhibit 1 hereto) while  
31 others desired the property along the northern edge which is bordered by Highway 38  
32 (see Exhibit 2 hereto). After four inquiries, Peggy stopped keeping track of the number  
33 of inquiries. Peggy's intentions are to possibly build a home for herself along Highway  
34 38, or if that is not accomplished, to pass the property on to the grandchildren. There are  
35 seven eligibilities listed for the 280.24 acres owned by Peggy.

36 The Peggy A. Revocable Trust is set up to allow Peggy's children to receive income from  
37 the land trust as specified in the trust. The residual cash assets and principal upon

38 termination of the land trust will go to the grandchildren. Upon Peggy's death, Matthew  
39 Anderson has a lease option to rent all agricultural land held in the Family Trust.  
40 Easements on the property include a Right of Way agreement on March 31, 1896 with  
41 Northwestern Telephone Exchange for construction, operation and maintenance of its  
42 telephone and telegraph lines.  
43 Another Right of Way Easement agreement was signed by Peggy with the Minnehaha  
44 Community Water, Corp. on February 16, 2006 (see Exhibit 3 hereto). This easement  
45 area runs along the North boundary of the Northeast Quarter of Section 24, Township  
46 102 North, Range 52 West of the Fifth Principal Meridian, Minnehaha County, South  
47 Dakota.

48  
49 **Please describe your current farming operations.**

50 My son, Matthew Anderson, farms the cropland. He works on improving the soil for  
51 better crop production through humus left behind, proper tillage and fertilizer. He assists  
52 me in fencing and the installation of agricultural tiles. This not only improves the  
53 production of the land but it helps improve downstream water quality. Brother-in-law,  
54 Robert Person, rents the pasture. He assists with the fencing as well as controls the  
55 weeds and fertilizes the pasture as needed.

56  
57 Because Matthew Anderson and Robert Person have always been good stewards of the  
58 land, I have allowed a very reasonable rental rate through the years.

59  
60 To the best your knowledge, what area(s) of your property will the Dakota Access  
61 Pipeline cross?

62 The pipeline will enter my property from the north along Highway 38. It will cross  
63 where the only entrance along Highway 38 is located. The pipeline will cut through 47  
64 acres of cropland. In 2013 and 2014, this field was tilled and the abandoned railroad bed  
65 was leveled. The pipeline will then cross a new fence that was installed in 2014. The  
66 pipeline will enter my pasture ground and cross a wetland area that includes a tributary of  
67 Skunk Creek. There are several springs in the pasture including a spring just to the east  
68 of the construction site. There are two cattle stock dams (dug outs) along the pipeline  
69 area (see Exhibit 4 hereto). An overflow of waters from Beaver Lake goes through this  
70 area as well. Ag tiles located to the south and west drain into the pasture. The pipeline  
71 would cross highly erodible hills. The pipeline will continue south and east. It will exit  
72 my property by crossing another new fence installed in 2014. The pipeline will then  
73 cross a minimum maintenance road. This road has been improved by landowners who  
74 have needed this road for transportation of farm vehicles and equipment. This road is not  
75 desirable for heavy traffic.

76  
77 **How close is the pipeline to any building, bin or pen, water source, or farming**  
78 **facilities (i.e., storage area, feedlot, grazing area, etc.)?**

79 The pipeline will run within feet of the stock dams located in the pasture. One of the  
80 dams may even be destroyed by the path. The pipeline would cross a Skunk Creek  
81 tributary. It would also be within yards of a spring on the east. It will be crossing a large  
82 portion of the pasture.

84 **Please describe any special characteristics of your property and farmland, and/or**  
85 **whether you plan to build any houses, outbuildings, shelter belts, or other structures**  
86 **on your property.**

87 The north 120.24 acres has both tillable land and pasture land (see Exhibit 5 hereto). The  
88 topography is gently rolling to very rolling. The stock dam was recently cleaned out.

89 The pasture has a new fence on the east and north sides. The pasture has a creek that runs  
90 through it and has never been farmed. A spring on the east side of the pasture keeps the  
91 ground saturated. This tract also had tiling done (completed in 2014) and has a minimum  
92 maintenance road on the east boundary (dirt road). The tillable land is clean and  
93 productive and the pasture has been well kept-managed as well. The land as it is today is  
94 in its highest and best use. As there is an interest in new home sites along Highway 38,  
95 some acres with building eligibilities could be sold. As mentioned earlier, I could have  
96 sold property along Highway 38 many times but I wanted to keep it for myself or future  
97 generations-specifically my grandchildren of whom I have three at this time. I actually  
98 have seven eligibilities with the 280.24 acres that I own and I would need to work with  
99 Minnehaha County to be able to use all of the eligibilities. Some of the eligibilities are  
100 considered "conditional" because of the location within the property.

101 The south 160 acres has a mixture of tillable crop land and pasture. The topography is  
102 gently rolling to rolling and is a clean, well farmed-managed tract. This pasture also has  
103 a good recently cleaned out stock dam which includes about 8 acres in a grass waterway.  
104 There is a minimal maintained road on the east side for access. There is a new fence on  
105 the pasture on the east side.

**Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

Improvements on the land discussed have been a process for generations. Since 2012, I have made over \$50,000.00 worth of improvements in the area that the pipeline would cross. That does not include my own personal labor. Cleaning out the stock dams for a water source for cattle cost \$4,196.44. Disturbance of soil in the area of the dams will probably change the flow of water which kept the dams full. Construction will probably destroy the south stock dam. A fresh water source for cattle in the pasture would be impaired.

Agricultural tiles in the pipeline area were improved in the years 2013 and 2014 at a cost of approximately \$24,578.67 (see Exhibit 6 hereto). These tiles will be directly affected by the pipeline and will no longer serve their purpose. Most of those tiles will be destroyed in the process. If tiles are replaced, as settling occurs, those tiles will also fail. An easement agreement and cost would prohibit me from future agricultural tile replacement.

Drainage of additional tiles from the south and west of the installation area will be affected if the end of their drain system is damaged. Production of crops would be greatly impaired by improper drainage and improper replacement of the soil. Production records for the 47 acre field by Highway 38 show that in 2013 soybean yields were up because of the installation of the tiles (see Exhibit 7 hereto). The 2014 corn records show a yield increase (see Exhibit 8 hereto). Notice that more acres were planted in that field in 2014 because of the dirt work done to remove the railroad bed (see Exhibit 9 hereto). Dirt work was done to level the abandoned railroad bed at a cost of \$3,581.64 (see Exhibit 10 hereto). The crop production will be reduced in the area because of a hasty

131 installation of a pipeline. The buildup of humus and nutrients will not be regained within  
132 three years.

133 A wetland determination costing \$848.20 was done to determine what and where tiling  
134 could be done (see Exhibit 11 hereto). All of the work done by county and local  
135 authorities will have been in vain. Hills, slopes and water areas will be changed forever.  
136 Heat release from the oil pipes will dry out the soil and affect the productivity of the  
137 cropland and pastures.

138 Rocks brought to the surface in the cropland and the pasture will need to be removed. I  
139 am concerned the contractor will not do that adequately.

140 The pipeline will cross two areas of new fences installed just last year at the cost of  
141 \$17,132.00 (see Exhibit 12 hereto). Wires cut to allow construction machinery through  
142 will weaken the whole system of fencing along the route.

143 Weed seeds that have sat vacant for years will be brought to the surface and will cost  
144 additional money to control.

145 Continuing to feed the same number of cattle will not be possible during construction or  
146 even for years as the grass grows back (see Exhibit 13 hereto). Grass seed purchased in  
147 other states will not have the same variety traits needed to produce properly in South  
148 Dakota soils and conditions. This will impair the operations of my brother-in-law (not to  
149 mention other farmers and ranchers across the state).

150 The water sources for the cattle will be cut off during the construction of the pipeline.

151 The water sources are on the far east side of the pastures.

152 Because of highly erodible conditions throughout much of the pasture, damage will result  
153 because of constant erosion until the ground cover returns.

154 I am not able to purchase liability insurance to cover expenses involved with a Dakota  
155 Access Pipeline spill, leak or explosion on my property. My farm policy excludes  
156 coverage for "Pollutant." I could be sued by a neighbor or others if damage is done to  
157 neighboring land. I do not want to pass that liability on to my grandchildren.

158 Because of liability issues, lending institutions could choose not to allow or continue  
159 loans connected with the property.

160 The only north driveway will be compromised for months as the installation process  
161 proceeds.

162 In recent years, neighbors and myself worked on improving the safety of the minimum  
163 maintenance road along the east side of my property, specifically along the side of the  
164 160 acre property. The road is needed to continue farm operations such as planting and  
165 harvesting as well as hauling cattle. The destruction of this fragile road system is at risk.  
166 The surrounding landowners will be impaired if the road is not returned to its prior  
167 condition.

168  
169 **Has your farmland been improved with drain tile? If so, please describe whether**  
170 **you are concerned that pipeline construction may damage and impair the drain tile**  
171 **performance and investment.**

172 Tiling has been done on this property even before my parents owned the land. My  
173 parents continued to improve the tiling system during their ownership. In 2013 and 2014,  
174 I completed additional tiling on the north 120.24 acres, as mentioned in a previous  
175 answer (see Exhibit 14 hereto). The process could not be completed in 2013 because of  
176 wet conditions. At the same time, the railroad bed was leveled and tiling was installed in  
177 that area as well. These tiles were placed approximately 3.5 to 3.75 feet deep. In some

178 parts where a hill was crossed, the tiles may be up to 3.5 to 6 feet deep. All of this was  
179 completed according to the rules and regulations of the Minnehaha Conservation District.  
180 Tiling is also located on the southwest portion of my property. This continues through  
181 the pasture and releases the water in the proposed construction area. Another area of  
182 tiling is located on the south edge of the pasture, very near the last segment of the  
183 pipeline.

184 Tiling removes only excess water. It does not reduce the amount of plant-available  
185 water. Well-drained soil encourages deep and healthy root systems. Tiling systems to  
186 the north and south of my property have worked together for years to provide effective  
187 management practices of erosion, water runoff, and quality water.

188 I believe that most South Dakota tiles in the area of the pipeline construction will be  
189 destroyed with the installation of the pipeline. The remaining tile will not function  
190 properly because of the disturbance of the whole system. This will not only impair my  
191 farming operation but the quality of life for families in the surrounding area.

192  
193 **Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to**  
194 **the environment or the inhabitants within the siting area? If so, why?**

195 At the January 13, 2015 meeting with the Minnehaha County Commission, Lincoln  
196 County Commission, and the Sioux Falls City Council, Joey Mahmoud explained that the  
197 Dakota Access Pipeline will be a large pipeline that will be used to ship about one-third  
198 of the Bakken crude oil produced today. He also explained that if problems arise, it  
199 would take several minutes to shut down the valves on the 30" pipe. Any leak, spill or  
200 explosion would involve a large amount of volatile crude oil before the entire flow would  
201 stop. At that meeting, Joey and other Dakota Access employees did not answer the

question as to how far apart the valves are along the pipeline. They explained that valves were placed before and after certain water bodies to decrease the amount of damage.

A decrease in the amount of damage is not reassuring to me when it is near a private well, a tributary, creek, lake, river or anywhere.

Because of the large amount of crude oil passing through the pipeline each day, there is a threat of serious injury to the environment and the inhabitants within the siting area. The present state and local governments are powerless to protect citizens at this time.

Recent projects to improve water quality on the Big Sioux River and Skunk Creek will be in vain because of future leaks or spills and because of the destruction of connected agricultural tiles throughout southeastern South Dakota during the installation process.

Erosion in the siting area will cause injury to the environment.

**Do you believe that the Dakota Access Pipeline will substantially impair the health, safety and welfare of the inhabitants of the siting area? If so, why?**

Previous pipeline accidents have shown there is no doubt that the health and safety of people and animals will be impaired when accidents occur. Pipeline accidents are not rare. I do not claim to be an expert on the complications involved but the dangers are obvious. There are deer, fox, geese, ducks, coyote, gophers and various birds in the area of my property.

The welfare of inhabitants of the siting area will be greatly impaired as well.

Landowners involved with the pipeline installation, as well as surrounding neighbors, will experience a loss in value of their property. Who will want to live around such a large pipeline carrying a dangerous product? Just because it will be out of sight doesn't mean it won't be a problem. Local counties, townships and schools will receive less

property tax from citizens of the area. Claims are made that the values will not go down but that is because that has not been tested yet. We now have a big test to face in the future.

Claims are made that schools, townships and counties will benefit from the taxes paid on personal property owned by Dakota Access in the state of South Dakota. That personal property will depreciate through the years, thus decreasing the amount of taxes received within the state considerably. This appears to be a "Robin Hood" activity-taking from the landowners and giving to the schools, townships and counties. Meanwhile, a Texas company will profit from the use of the landowner's property.

Southeastern farmers have invested a lot in agricultural tiles in recent years. Crop farmers will receive less income once their fields are disturbed. In our lifetime, the soil will not be back to its present state of productivity. Farmers need to meet the needs of a hungry world. The disturbed tile lines will not drain properly. Some land areas will become new wetlands because the present agricultural tiles will no longer work together. Grasslands will also be less productive, resulting in a hardship for those who rely on that source for the herds of cattle, sheep or bison that they have worked so hard to build up. The welfare of the farmers of South Dakota will be affected if farmland is handed over to Dakota Access/Energy Transfer for their profit. Farmers would receive more benefits if the land was used for crops including corn for ethanol. Ethanol saves consumers money while offering an opportunity for farmers to sell their corn locally. That not only relieves the congestion of rail cars but it keeps the price of corn at profitable margin. Support of ethanol keeps land values and farm income from going down. Support of ethanol keeps the jobs in South Dakota. Most of the jobs created by the proposed pipeline will be done by out of state employees. Refer to the comments sent to the PUC throughout the

process. Many of the comments have come from out of state employees wanting a job in South Dakota. The economic opportunities of out of state employees seem to have priority over the South Dakota citizens.

**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against said lawsuit?**

Yes

(1) No

(2) Yes

**Has Dakota Access Pipeline made any statements to you that it is a "common carrier" under South Dakota law? If so, please describe.**

I have only heard statements about that in public meetings or have seen it written in some papers.

**Has any representative of Dakota Access Pipeline made any statements to you or others that you believe are not true? If so, please explain.**

I have heard from Joey Mahmoud, Edwina Scroggins (land agent), and a select few landowners that Dakota Access Pipeline will do everything it can to accommodate the landowners. Edwina was told by me that I have plans for future homes along Highway 38. She was also told about the recently installed agricultural tiles (see Exhibit 15

hereto). She offered a revised map showing the pipeline moved over a short distance (see Exhibit 16 hereto). When it came time for the installation, the revision would not have made any difference.

The Stofferahn family north of my property will have their business development plans extremely altered due to the lack of accommodation by Dakota Access Pipeline.

Widows are going to experience less income from their farmland which will be crossed by the pipeline. No one is accommodating them. Families with plans of development for future homes, buildings or shelter belts have been told their plans cannot be accommodated. Only a select few landowners have actually been "accommodated". I wonder how you get on that list of landowners.

Another comment made is that the pipeline route was reviewed and researched before the actual route was determined. It appears that a line was drawn across the Midwest states and then Dakota Access began the process of applying for a permit. Out dated maps were used in the permit process. One map used still showed a railroad that had been abandoned in the 1980's. Research would have shown that the route would cross:

1. Highly populated areas
2. Growth areas of towns in South Dakota
3. Highly productive farm ground in all states involved
4. Agricultural tiles connected throughout all of the states involved

Dakota Access has purposely kept landowners uninformed. Difficulty in finding information in the process has caused a lot of confusion and frustration. More complete information about the process was not available until after the application for a permit was presented to the PUC in December, 2014. Many landowners had already been approached. Maps found online are not only outdated but are difficult to read.

298 An Energy Transfer handout given at the January 13, 2015 joint meeting of the  
299 Minnehaha County Commission, Lincoln County Commission, and the Sioux Falls City  
300 Council was different than the handout given at the January 22, 2015. That caused a  
301 problem in the presentation given by Joy Hohn at the 22<sup>nd</sup> meeting.  
302 Most landowners have had to keep up with their jobs and have not had the time needed to  
303 research the whole project. To add to the disappointments, the State of South Dakota is  
304 very incomplete in informing the landowners.  
305 It should not be assumed that all citizens subscribe to newspapers or know how to use a  
306 computer. Many misaddressed certified letters (to notify of upcoming public meetings)  
307 for landowners directly affected by the pipeline and surrounding landowners were not  
308 delivered in a timely manner (see Exhibit 17 hereto). At that time, I had to convince a  
309 nearby landowner that, in fact, the pipeline was crossing his property. Despite the fact  
310 that he was never asked for survey permission, he believes surveying has been completed  
311 on his land. Another landowner was told to sign the easement or he would get less  
312 money later, especially if he fights the pipeline.

313  
314 **Please state any other concerns you have regarding the Dakota Access Pipeline.**

315 My greatest concern is that if the PUC grants, with conditions, the permit to install the  
316 Dakota Access Pipeline, conditions placed by the PUC will not necessarily be met. The  
317 PUC does not police the installation or have state inspectors on the job to make sure the  
318 conditions are met. Easement agreements will not be enforced. We have thus given an  
319 out of state business the opportunity to use our land and resources as it so chooses. There  
320 will be no turning back. There are additional pipelines already planned.

January handouts from Energy Transfer state a project objective-“Interconnect with third-parties for redelivery of crude oil to processing facilities and refineries located in the Midwest and Gulf Coast for production of motor fuels and other crude oil derivatives that support the U.S. economy” (see Exhibits 18 and 19 hereto). It has been understood that the crude oil would go to the Gulf Coast and later could be available as fuel for any country. Energy Transfer sometimes changes the story-for example-some North Dakotans have been told that the oil will be going to Illinois for distribution to refineries in the eastern states. This was read in a May 27<sup>th</sup>, 2015 article that I cannot copy because of copyright laws. My concern is that Energy Transfer changes the story to cover the possibility of the crude oil crossing the United States only to be used eventually by a foreign country. We have no guarantee that the oil will stay in the United States. I am concerned that the proposed pipeline’s capacity may be increased beyond 570,000 barrels per day by adding additional pump stations at closer intervals along the pipeline route and by injecting higher levels of drag reducing agents. I am concerned of the possibility of additional pipes installed within the easement in the future as well as other types of fluid transported throughout the pipes. The state of South Dakota does not have funds to cover future oil spills, leaks, or explosions. There is no safe way to transport crude oil. The United States, in coordination with Canada, has developed new regulations that govern the transportation of crude oil, ethanol and other flammable liquids by rail. The rule focuses on safety improvements designed to prevent accidents, mitigate consequences in the event of an accident and support emergency response.

344 I am concerned about the outdoor storage of pipe shipped in for the use of the proposed  
345 pipeline. Premature aging and deterioration due to the elements will be experienced  
346 before all of the pipe will be installed.

347 South Dakota may not experience problems with the pipeline while "on our watch" but  
348 the problems will come. I hold the PUC very responsible for the future of South Dakota.

349 I am concerned that Dakota Access has convinced many landowners that there is no need  
350 for concern. Landowners have been told that they have no choice in the process and that  
351 their land will be taken by eminent domain anyway.

352 My concern is that, eventually, we will have tourists coming to South Dakota to view the  
353 oil spills, leaks and explosions rather than going to see Mount Rushmore. I favor sales  
354 tax paid by tourists rather than property tax paid by a Texas company.

355 I am concerned for the Dewey C. Gevik Outdoor Conservation Learning Area in  
356 Minnehaha County. The Gevik Learning Area makes possible an interpretive educational  
357 experience that is open to the public, featuring several conservation practices such as the  
358 restoration of a wetland, grassed waterway with a rock weir structure, rock crossings,  
359 shelterbelts, native grass plantings, and hiking trails. Located just one-half mile west of  
360 Wall Lake, the Learning Area showcases natural resources at their finest while also  
361 filtering the water flowing into Wall Lake. Three walking trails offer access to all the  
362 diverse environments, and ninety-four species of birds have been documented by bird  
363 watching clubs. Observation decks have been constructed so people can relax as they  
364 enjoy watching wildlife in their natural habitat. The proposed Dakota Access Pipeline  
365 will cross through the area just described.

366 Neighboring landowners have no rights in regards to the pipeline. It is alarming how  
367 close many already established homes will be to the pipeline. In the past, I have had to

368 get permission from the neighbors downstream before I could install agricultural tile.

369 Now they have no rights, even if this pipeline is within feet of their property or home.

370 These neighbors will receive no compensation for the loss of property value or loss of

371 safety.

372 The land agent told me there would be inspectors on the site. Dakota Access or the

373 contractor will provide the inspectors-the land agent stated that she was an inspector for

374 her own husband's construction company (one of the companies hired by Dakota

375 Access). I did not have comfort in knowing the connection between the husband and

376 wife.

377 At the January 13<sup>th</sup> joint meeting, Joey Mahmoud stated that possibly not all contractors

378 will do everything right. This was said as questions were asked about roads and a

379 possible negative impact. There will be many construction companies involved. Joey

380 mentioned that he could deduct from their (the contractors) pay if the job was not done

381 right. Joey stated that Dakota Access would make it right. My concern is that the

382 damage cannot be reversed. This could include improper procedures done on the roads,

383 across water or electrical lines, or with the landowner.

384 I am concerned that most easement agreements are one-sided and are similar to a

385 permanent land take-over.

386 Additional concerns have been addressed in each question presented in the

387 Interrogatories and Requests for Production of Documents to Dakota Access LLC.

388  
389 **Why have you become involved with this process so extensively?**

390 Because I care about others as I have been taught. My example of farm ownership and  
391 management is not much different than many South Dakotans. I am just a steward of the  
392 land. God has given me this land to use as a tool in life.

393 I have lived in eastern South Dakota all of my life. I have watched farm families that  
394 have made plans for their future and the future generations-it is called a transition  
395 process. Those families have spent their savings, time and energy to improve and pass  
396 the land on to the next generation or to sell the property for their retirement. They have  
397 considered changes will come because of death, illness, or even undesirable weather  
398 conditions. One change they did not expect was their plans would be stopped because of  
399 an out of state business wanting to do business through their land. Dakota Access and  
400 Energy Transfer have thrown money at the issues and claim they have fairly reimbursed  
401 the farmers for the inconvenience.

402 I am concerned that the installation of the Dakota Access Pipeline will, in fact, deter the  
403 progress that generations of South Dakotans have accomplished. I am concerned that the  
404 proposed large capacity pipeline will move a dangerous and explosive product across the  
405 highly populated eastern South Dakota.

406 South Dakota has a responsibility to use its resources to produce food. We must wisely  
407 use our natural resources for agriculture and tourism. South Dakota has experienced an  
408 orderly development of this region. Today's decisions could set a precedent for  
409 additional pipelines coming to South Dakota.

410 We can hope there is no oil spill, but hope is not a plan.

411  
412 **Are you able to provide any documentation to support your testimony above.**

413 Yes. Attached hereto and incorporated herewith are the following documents;

414           **Exhibit 1:** May 4, 2015 letter to Robert Person;  
415           **Exhibit 2:** May 4, 2015 letter to Dave Benning;  
416           **Exhibit 3:** February 16, 2006 Right Of Way Easement;  
417           **Exhibit 4:** Tributary of Skunk Creek;  
418           **Exhibit 5:** The North 120.24 acres of both tillable and pasture land;  
419           **Exhibit 6:** Invoice #1223 dated June 5, 2013 from Kaffar Tiling & Ditching in  
420                           the amount of \$24,578.67  
421           **Exhibit 7:** Production records from Farm Credit Services of America for the 47  
422                           acre field by Highway 38 show that in 2013 soybean yields were up  
423                           because of the installation of the tiles;  
424           **Exhibit 8:** The 2014 corn records from Farm Credit Services of America;  
425           **Exhibit 9:** 2014 cornfield "Mom's Hwy 38";  
426           **Exhibit 10:** Invoice #1224 dated June 5, 2013 from Kaffar Tiling & Ditching I  
427                           the amount of \$3,581.64;  
428           **Exhibit 11:** Invoice #13222 dated June 11, 2013 from Minnehaha Conservation  
429                           District in the amount of \$848.20;  
430           **Exhibit 12:** Invoice #273 dated April 18, 2014 in the amount of \$17,132.70;  
431           **Exhibit 13:** United States Dept. of Agriculture Seeding Plan and Record for late  
432                           spring 5/15 to 6/15;  
433           **Exhibit 14:** North 120.24 acres;  
434           **Exhibit 15:** Proposed Route – DAPL;  
435           **Exhibit 16:** Revised map showing the pipeline moved over a short distance;  
436           **Exhibit 17:** Misaddressed certified letter;  
437           **Exhibit 18:** Handout from Energy Transfer (Asset Overview);

**Exhibit 19:** Handout from Energy Transfer (Project Overview)

These documents were referenced in my testimony on the prior pages.

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

Yes

**Does that conclude your testimony?**

Yes.

Peggy Hoogstraet  
Peggy Hoogstraet

Subscribed and sworn before me this 24 day of June, 2015.



Alex Sinning  
Notary Public – South Dakota  
My Commission Expires: 8-25-2020

<SEAL>

Alex Sinning  
My Commission Expires 8-25-2020

5/4/15

Robert Person  
25875 Skunk Creek Ave  
Hartford, SD 57033-6348

Dear Robert,

I am in the process of gathering historical information connected with property that I own west of 460<sup>th</sup> Avenue along Highway 38 west of Hartford. This information is needed because of a proposed pipeline to be installed across the property.

In the past, I have had four or more inquiries to purchase the property listed above. At one time, you asked if the land was available for sale as well as all land south to the property owned by Pamela Person. Land prices were not discussed as I had no intention of selling at that time but discussed the fact that you would be contacted if that changed.

I need a note (with your signature) from you stating that you in fact did inquire about the purchase of the land west of Hartford. This does not legally bind you to anything other than contributing to the historical information.

A brief note and your signature at the bottom of this letter would be sufficient.

Thank you for your time in consideration of this matter.

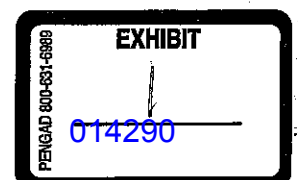
Sincerely,

*Peggy Hoogstraet*

Peggy Hoogstraet  
27575 462<sup>nd</sup> Ave  
Chancellor, SD 57015  
605-214-0623

*I have talked to Peggy in the Past about  
Intrest in buying the Land above from her,*

*Robert 2 Person*



5/4/15

Dave Benning  
The Gold Mine, Inc.  
3505 E 10<sup>th</sup> St  
Sioux Falls, SD 57103

Dear Dave,

I am in the process of gathering historical information connected with property that I own west of 460<sup>th</sup> Avenue along Highway 38 west of Hartford. This information is needed because of a proposed pipeline to be installed across the property.

In the past, I have had four or more inquiries to purchase the property listed above. At one time, you asked if the land was available for sale to build a storage building there. Land prices were not discussed as I had no intention of selling at that time but I kept your contact information.

I need a note (with your signature) from you stating that you in fact did inquire about the purchase of the land west of Hartford. This does not legally bind you to anything other than contributing to the historical information.

A brief note and your signature at the bottom of this letter would be sufficient.

Thank you for your time in consideration of this matter.

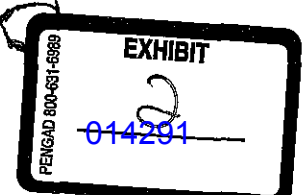
Sincerely,

*Peggy Hoogestraat*

Peggy Hoogestraat  
27575 462<sup>nd</sup> Ave  
Chancellor, SD 57015  
605-214-0623

*I David Benning inquired about purchasing Peggy Hoogestraat land along Highway 38 west of Hartford about 8 years ago. I wanted to put storage units on it.*

Sincerely  
*David Benning*



## RIGHT OF WAY EASEMENT

In consideration of the mutual benefits to be derived, the undersigned Grantor does hereby grant, sell, and convey to the MINNEHAHA COMMUNITY WATER, CORP. a perpetual easement with the right to construct, install use, operate, inspect, maintain, replace and remove water lines and appurtenant facilities over, under and upon the herein described real property together with the rights of ingress and egress thereto.

This easement shall be occupied only by mainline distribution pipe, together with its appurtenances, which shall be located within an area 40 feet in width, running immediately adjacent to the public right-of-way line along the entire North boundary of the Northeast Quarter of Section 24, Township 102 North, Range 52 West of the Fifth Principal Meridian, Minnehaha County, South Dakota.

The consideration herein recited shall be a single payment of a Land Disturbance Fee of 10¢ per linear foot of main pipeline for any and all damages incurred by Grantor by reason of the installation, operation, and maintenance of the above improvements. Grantee agrees that it will, at no expense to Grantor, following installation or maintenance of the pipeline return the premises to its former condition as is reasonably possible. Grantee agrees to maintain the easement in good repair so that no unreasonable damage will result therefrom to Grantor.

This easement shall run with the land for the benefit of grantee, its successors and assigns and all provisions hereof shall be binding on Grantor, her heirs, personal representatives, successors, or assigns.

Executed on February 16th, 2006

Peggy Ann Hoogestraat  
Grantor - PEGGY ANN HOOGESTRAAT

## ACKNOWLEDGMENT

STATE OF South Dakota )  
COUNTY OF Turner ) SS

On this 16th day of February, 2006, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came PEGGY ANN HOOGESTRAAT, who is personally known to me to be the same person who executed the attached Right Of Way Easement for Minnehaha Community Water, Corp., and such person duly acknowledged execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

Greg P. Prince  
Notary Public

[NOTARY SEAL]

My Commission Expires: March 31, 2008  
GREG P. PRINCE  
My Commission Expires

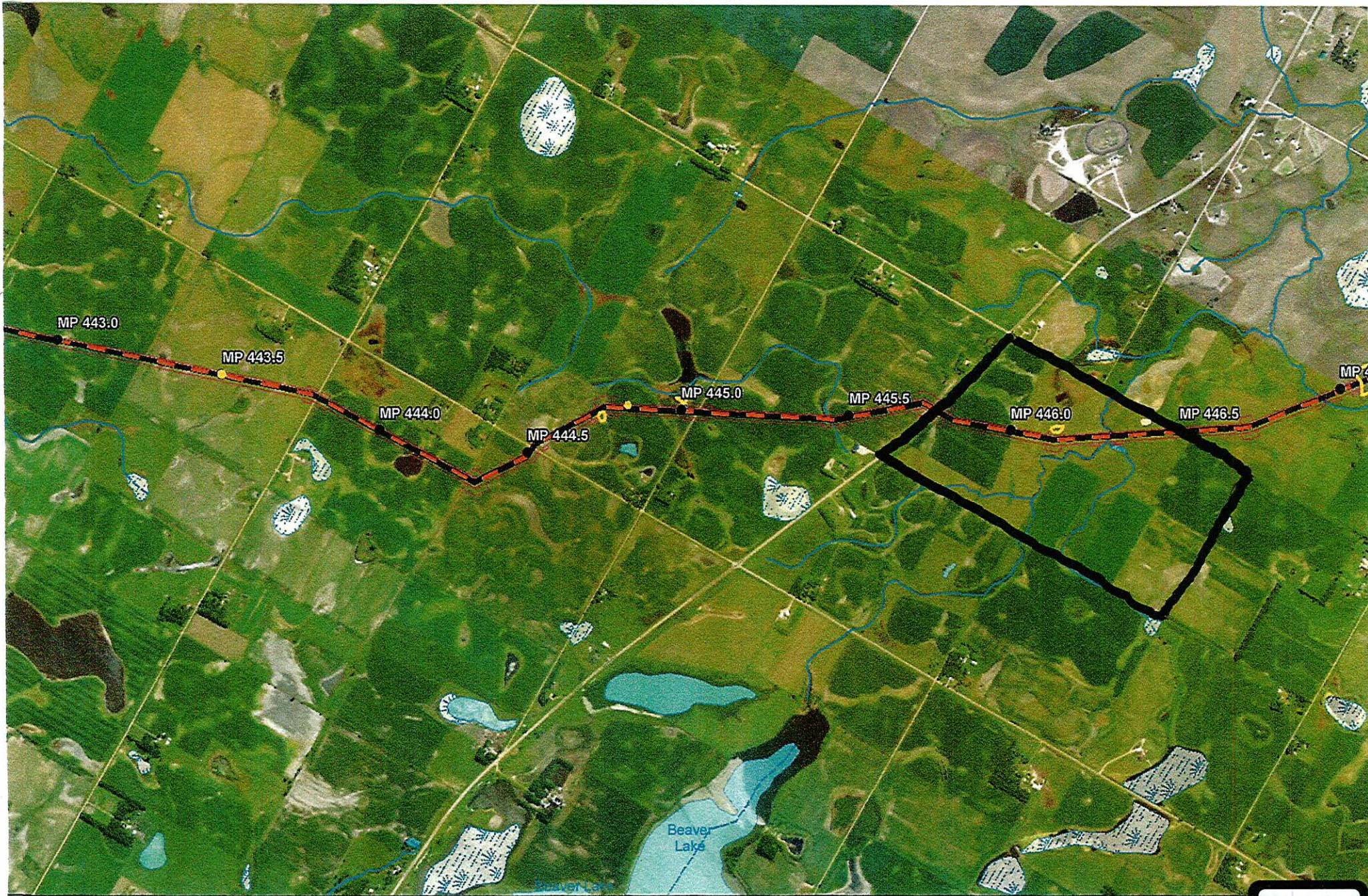




014293



014294



- |                   |                      |               |                        |                           |
|-------------------|----------------------|---------------|------------------------|---------------------------|
| Milepost          | Spink Pump Station   | PEM Wetland   | <b>NHD Stream Type</b> | <b>NHD Waterbody Type</b> |
| Launcher/Receiver | Topeka Shiner Stream | PSS Wetland   | 334 Connector          | 390 Lake/Pond             |
| Mainline Valve    | PAB Wetland          | NHD Waterbody | 460 Stream             | 466 Swampmarsh            |
| Proposed Route    |                      |               | 558 Artificial Path    |                           |

014295



PENGAD 800-331-6989

EXHIBIT

14296

5



# Kaffar Tiling & Ditching

512 S. Main  
Humboldt, SD 57035  
(605) 941-7320

## Invoice

Date	Invoice #
6/5/2013	1223

Bill To

			Project
Quantity	Description	Rate	Amount
6,900	5" perforated tile	1.65	11,385.00T
2,000	5" NonPerforated Tile	1.75	3,500.00T
5,810	4" perforated tile	1.45	8,424.50T
60	6" Dual Wall Pipe	2.50	150.00T
10	Tile Junction	30.00	300.00T
11	5" internal endplug	2.00	22.00T
5	6" rodent guard	5.75	28.75T
5	4" internal endplug	1.75	8.75T
4	5" Wye	6.50	26.00T
5	5" reducing tee	5.50	27.50T
1	4" Wye	4.55	4.55T
3	416C IT CAT Backhoe	70.00	210.00T

As mandated by the State of South Dakota, a 2.041% Excise Tax must be paid.

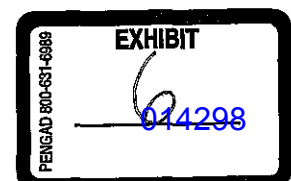
*It's been a pleasure working with you!*

**Subtotal** \$24,087.05

**Excise Tax (2.041%)** \$491.62

**Total** \$24,578.67

OK#1035  
7-8-13



014299

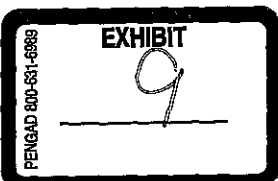
Served by **RAIN & HAIL LLC**Approved Insurance Provider **Ace Property & Casualty Ins. Co.**

For Your Records

Page 1 of 4

CROP INSURANCE										PRODUCTION AND ACREAGE REPORTING FORM																																																											
<input type="checkbox"/> Production Report and/or <input type="checkbox"/> Acreage Report																																																																					
Policy Number <b>RH-SD-0663411</b>					Policy Holder Information					Agency/Agent Information					County					Cropland Acres		Crop		**New Producer		Plan		Level		Options, Elections, or Endorsements		% Price Elect, Proj Price, or Amt of Ins																																					
Insured's Name <b>MATTHEW L ANDERSON</b>					Farm Credit Services of America SIOUX FALLS					PO Box 88737 Sioux Falls SD 57109					MINNEHAHA MINNEHAHA							CORN SOYBEANS		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		RP RP		70 65		TA,YA,EU TA,YA,EU		100% 100%																																					
Insured's Street or Mailing Address <b>25985 461ST AVE HARTFORD SD 57033</b>					Insured's Phone <b>(605) 951-8926</b>					Person Type <b>S</b>					Phone <b>(605) 362-5218</b>					ID # <b>XXXXX6473</b>					ID # Type <b>SSN</b>					Code <b>SD470204</b>					Insured's Email					Is applicant insuring the tenant/landlords share? <input type="checkbox"/> Yes <input type="checkbox"/> No					State <b>SD</b>					Crop Year <b>2015</b>		** I certify I have not produced the insured crop in the county for more than two years.																	
Insured's Authorized Representative					County <b>MINNEHAHA</b>					Unit # <b>0001-0001</b>					County <b>MINNEHAHA</b>					Unit # <b>0001-0002</b>					County <b>MINNEHAHA</b>					Unit # <b>0001-0003</b>																																							
Crop <b>CORN</b>					Farm Name <b>VOGT/GREGERSEN</b>					Crop <b>CORN</b>					Farm Name <b>HOME</b>					Crop <b>CORN</b>					Farm Name <b>MOM'S HWY 38</b>																																												
Yield # <b>3</b>					Area Class.					FSA Farm # <b>0</b>					Yield # <b>1</b>					Area Class.					FSA Farm # <b>9976</b>					Yield # <b>5</b>					Area Class.					FSA Farm # <b>0</b>																													
Practice - NON IRR					FSA Farm/Tract/Field #					Practice - NON IRR					FSA Farm/Tract/Field #					Practice - NON IRR					FSA Farm/Tract/Field #					Practice - NON IRR					FSA Farm/Tract/Field #																																		
Irrigation					Cropping					Organic					Interval					Irrigation					Cropping					Organic					Interval					Irrigation					Cropping					Organic					Interval														
Type - GSG					Sec/Tnshp/Rng/Other					Type - GSG					Sec/Tnshp/Rng/Other					Type - GSG					Sec/Tnshp/Rng/Other					Type - GSG					Sec/Tnshp/Rng/Other																																		
Commodity					Class					Sub Class					Intended Use					Commodity					Class					Sub Class					Intended Use					Commodity					Class					Sub Class					Intended Use														
Year					Production					Acres					Yield					Type					T Yield					Year					Production					Acres					Yield					Type					T Yield														
2002					0.00					0.00					151.00					T					151.00					2005					0.00					0.00					0.00					151.00																			
2003					0.00					0.00					151.00					T					Prior Yld/Guar					2006					0.00					0.00					0.00					Prior Yld/Guar																			
2004					0.00					0.00					151.00					T					155.00					2007					1016.00					8.00					127.00					A					155.00														
2005					1002.00					6.00					167.00					A										2008					0.00					0.00					0.00					Z																			
2009					0.00					0.00					0.00					Z					Rate Yield					2009					1389.40					8.00					174.00					A					Rate Yield														
2010					0.00					0.00					0.00					Z					155.00					2010					2907.00					16.00					182.00					A					145.00														
2011					0.00					0.00					0.00					Z					Yield Flag					2011					1159.00					8.00					145.00					A					Yield Flag														
2012					0.00					0.00					0.00					Z										2012					797.60					16.00					50.00					A					TA,YA														
2013					0.00					0.00					0.00					Z					Total Yield					2013					4350.00					27.00					161.00					A					Total Yield														
2014					0.00					0.00					0.00					Z										2014					1400.00					8.00					175.00					A																			
Total					Prelmn Yld					Yld Indctr					Record Type					Appr Yield					Appr Guar					Avg Yield					Total					Prelmn Yld					Yld Indctr					Record Type					Appr Yield					Appr Guar					Avg Yield				
															155.00					108.50																				160.00					112.00															184.00					128.80				
Multi Crop Yr Rptg Resn					***R/O:					Multi Crop Yr Rptg Resn					***R/O:					Multi Crop Yr Rptg Resn					***R/O:																																												
Prsr #/Name					# of Trees/Vines					Added Land New Crop P/T/TMA					Prsr #/Name					# of Trees/Vines					Added Land New Crop P/T/TMA					Prsr #/Name					# of Trees/Vines					Added Land New Crop P/T/TMA					Prsr #/Name					# of Trees/Vines					Added Land New Crop P/T/TMA														
Acres					Plant Date					Acres					Plant Date					Acres					Plant Date					Acres					Plant Date					Acres					Plant Date					Acres					Plant Date														
Insured's Interest					Other persons sharing in crop					Insured's Interest					Other persons sharing in crop					Insured's Interest					Other persons sharing in crop					Insured's Interest					Other persons sharing in crop					Insured's Interest					Other persons sharing in crop					Insured's Interest					Other persons sharing in crop														
1.000										1.000										1.000										1.000										1.000										1.000										1.000									
<input type="checkbox"/> Insured					<input type="checkbox"/> Uninsured					<input type="checkbox"/> Uninsurable					<input type="checkbox"/> Insured					<input type="checkbox"/> Uninsured					<input type="checkbox"/> Uninsurable					<input type="checkbox"/> Insured					<input type="checkbox"/> Uninsured					<input type="checkbox"/> Uninsurable					<input type="checkbox"/> Insured					<input type="checkbox"/> Uninsured					<input type="checkbox"/> Uninsurable														
<input type="checkbox"/> Unreported					<input type="checkbox"/> Zero Acreage					<input type="checkbox"/> High Risk					<input type="checkbox"/> Unreported					<input type="checkbox"/> Zero Acreage					<input type="checkbox"/> High Risk					<input type="checkbox"/> Unreported					<input type="checkbox"/> Zero Acreage					<input type="checkbox"/> High Risk					<input type="checkbox"/> Unreported					<input type="checkbox"/> Zero Acreage					<input type="checkbox"/> High Risk														
<input type="checkbox"/> PP					<input type="checkbox"/> Required Field Review					<input type="checkbox"/> Required Inspection					<input type="checkbox"/> PP					<input type="checkbox"/> Required Field Review					<input type="checkbox"/> Required Inspection					<input type="checkbox"/> PP					<input type="checkbox"/> Required Field Review					<input type="checkbox"/> Required Inspection					<input type="checkbox"/> PP					<input type="checkbox"/> Required Field Review					<input type="checkbox"/> Required Inspection														

2014 cornfield  
"Mom's Hwy 38"



014301

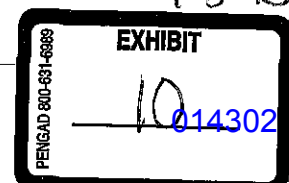
512 S. Main  
Humboldt, SD 57035  
(605) 941-7320

Date	Invoice #
6/5/2013	1224

Bill To	

[illegible]

CK# 3410  
7-8-13





# Minnehaha Conservation District

2408 E. Benson Road  
Sioux Falls, SD 57104

## BILL TO

Matthew Anderson  
25985 461st Ave.  
Hartford, SD 57033

DATE INVOICE #

6/11/2013 13222

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	IN PARTNERSHIP WITH BRIAN TOP			
	T-12205			
Certified Wetla...	Certified Wetland Determination	1	700.00	700.00
Certified Wetla...	Certified Wetland Determination	74.1	2.00	148.20
				848.20
			0.00	0.00
Paid by Peggy Hoogestraat CK# 3404 3-25-13 \$424.10 CK# 3409 6-18-13 \$424.10				

DUE UPON RECEIPT

**Total**

**\$848.20**

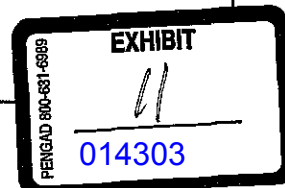
Method of Payment:

☐ VISA ☐ Master Card  
☐ Discover ☐ Check or Money Order Enclosed

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Your Signature



# Preferred Fencing & Cedar Removal

## INVOICE

Bill To

Hartford Farms  
c/o Peggy Hoggestraat

Invoice # 0273

Date of Services

4/18/14

Services Rendered

Quantity

Rate

Amount

New fence built and old  
fence torn out. All materials  
supplied by contractor

New fence built

9,665<sup>ft</sup>

\$1.55

14,980<sup>25</sup>

Old fence torn out

7,195

.20

1,493

Total Services:

16,473<sup>25</sup>

Tax:

658<sup>25</sup>

Total Invoiced:

\$17,132<sup>20</sup>

DUE UPON RECEIPT

(late fee incurred if payment not received after 10 days)

Bank ran check  
through 17132.00

We appreciate the work!

CEDAR REMOVAL, FENCING, CONTINUOUS FENCE, GATES, TUBS AND ALLEYS AVAILABLE

PLEASE REMIT PAYMENT TO: BOE COLEMAN

boemancoleman@yahoo.com \* 308-520-5534 \* 51506 872 Rd. \* Orchard, NE 68764

EXHIBIT

PEN 65-800-631-9889

14304

12

CPA-4 ID 14

# SEEDING PLAN AND RECORD

Cooperator Peggy Hoogestraat County Minnehaha MLRA 102B  
Program CTA Practice No. 327 Practice Name Conservation Cover  
or Referral No. \_\_\_\_\_ Seeded by: \_\_\_\_\_

## PLANNED

## APPLIED

Field Number	1	
Seedbed preparation	Clean, smooth, weed free seedbed will be prepared	
Seeding Equipment	Special Grass Drill	
Acres	1	
Seeding date	LATE SPRING 5/15 TO 6/15	
Site	Ly	Ly
Protection Provided	Clip weeds before they compete for moisture and light.	

## PLANNED

Seed Species	Variety or Seed Source 1/ may be Common or improved variety listed	Pure Live Seed (PLS) lbs/ac Full Rate	Percent in Mixture	Pure Live Seed (PLS) lbs/ac Needed	Acres to Seed	PLS lbs Required
Big bluestem	Bison	7.43	25.0	1.86	1	1.86
Green needlegrass	Common	7.26	15.0	1.09	1	1.09
Western wheatgrass	Common	9.72	20.0	1.94	1	1.94
Switchgrass	Dacotah	4.47	20.0	0.89	1	0.89
Indiangrass	Central Iowa Germplasm	6.77	20.0	1.35	1	1.35

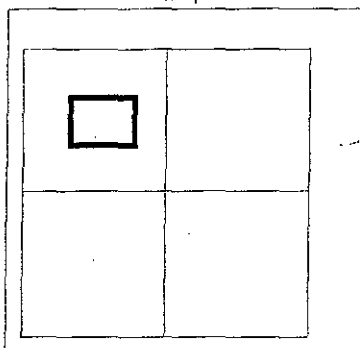
Origin of non-varietal ('common') grass seed of both native and introduced species is limited to IA, MN, MT, ND, NE, SD, and WY.

Thickspike wheatgrass may be substituted for western wheatgrass if the later is not available and only west of the Missouri River. Multiply the western wheatgrass seeding rate by .72

## APPLIED

Seed Species	Variety or Seed Source	Percent Purity	Percent Germination	Pounds Bulk Seed Planted	Acres Certified	PLS Pounds Planted
Big bluestem	Bison					
Green needlegrass	Common					
Western wheatgrass	Common					
Switchgrass	Dacotah					
Indiangrass	Central Iowa Germplasm					

Plan Map



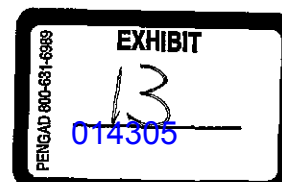
Tract \_\_\_\_\_  
N \_\_\_\_\_  
S. \_\_\_\_\_  
T. \_\_\_\_\_  
R. \_\_\_\_\_

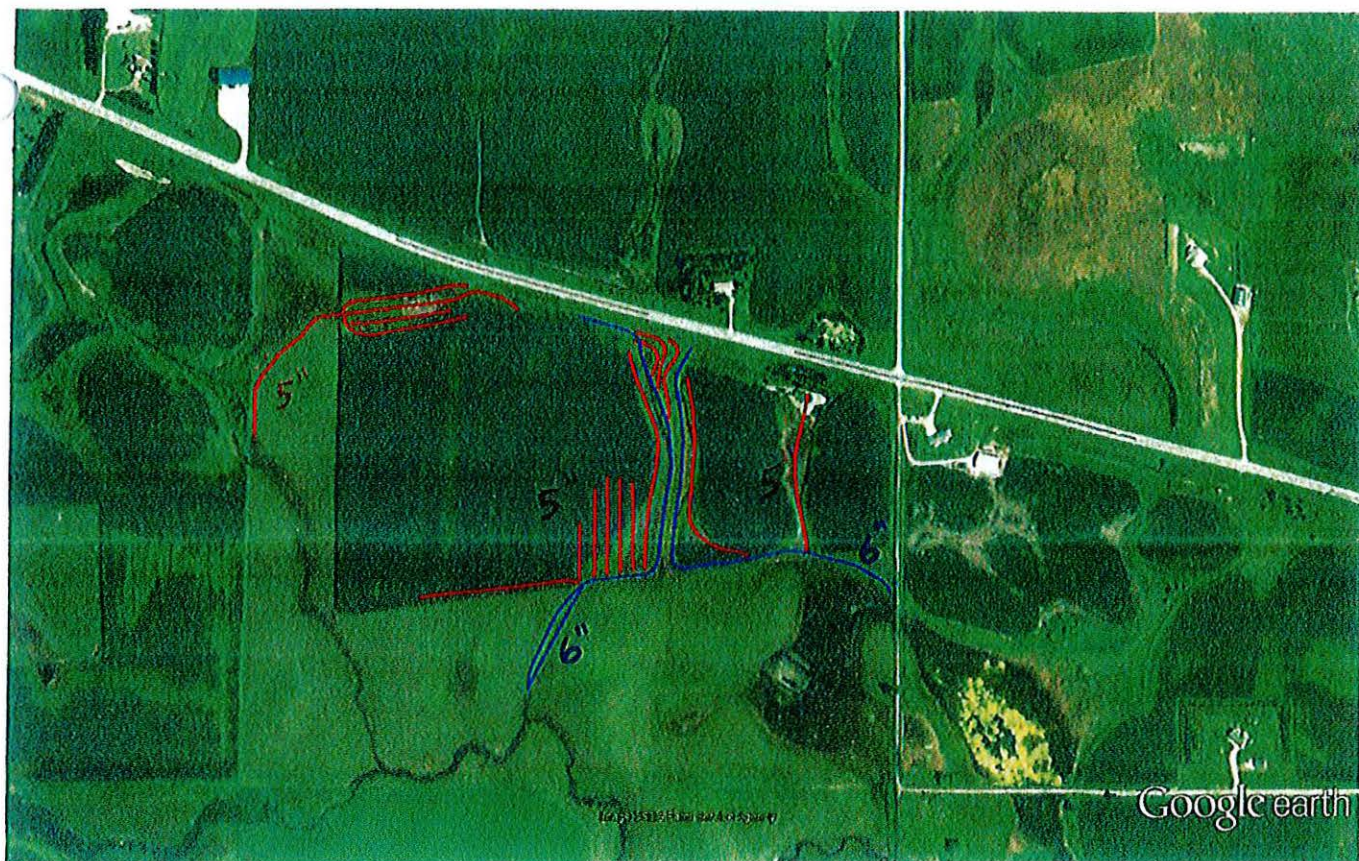
Planning assistance by ML Lacey  
(Name and Date)

Practice Meets SD Standards and Specifications: Yes No

Certified By: \_\_\_\_\_  
(Name and Date)

Recheck of Quantities By: \_\_\_\_\_  
(Name and Date)





Google earth

feet 2000  
meters 800





Peggy Hoogestraat <gardengalpeggy@gmail.com>

---

**Fwd: Shot- Proposed Route- DAPL**

**Edwina Scroggins** <scrogginsedwina@yahoo.com>  
To: "gardengalpeggy@gmail.com" <gardengalpeggy@gmail.com>

Fri, Nov 14, 2014 at 4:59 PM

Here is the second proposed route, this is the best they could do. Hope this will help. Just let me know.

Thanks,  
Edwina Scroggins

575-779-6536

God's Blessings!

Begin forwarded message:

**From:** Marlon Scroggins <mscrogg57@gmail.com>  
**Date:** November 14, 2014 at 1:33:24 PM CST  
**To:** Edwina Scroggins <scrogginsedwina@yahoo.com>  
**Subject:** Shot

--  
**Thanks: Marlon Scroggins**  
Construction Manager  
Dakota Access Pipeline Project  
4401 S. Technology Dr. South Suite  
Sioux Falls, SD.  
575-779-6496  
mscrogg57@gmail.com



014307



1991

© 2014 Google

Imagery Date: 8/20/2012 43°38'06.67" N 97°00'55.71" W elev 1647 ft eye alt 5808 ft

Google earth

460th Ave

MP 445.5

MP 445.5  
MP 445.5

MP 446.0

MP 446.0  
MP 446.0

38

PENGAD 800-631-6369

**EXHIBIT**

**16**

014308

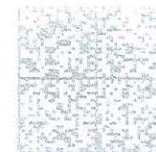
rec'd 1-9-15

AFTER FIVE DAYS RETURN TO  
**MAY ADAM**  
*— Since 1887 —*  
P.O. Box 160  
PIERRE, SOUTH DAKOTA 57501-0160

**CERTIFIED MAIL™**

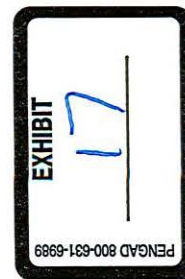


7013 2250 0000 2643 7774

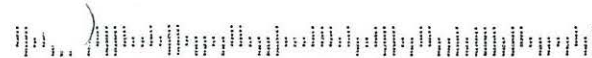


2015 JAN 07 09:00  
\$ 006.69  
0001373345 JAN 07 2015

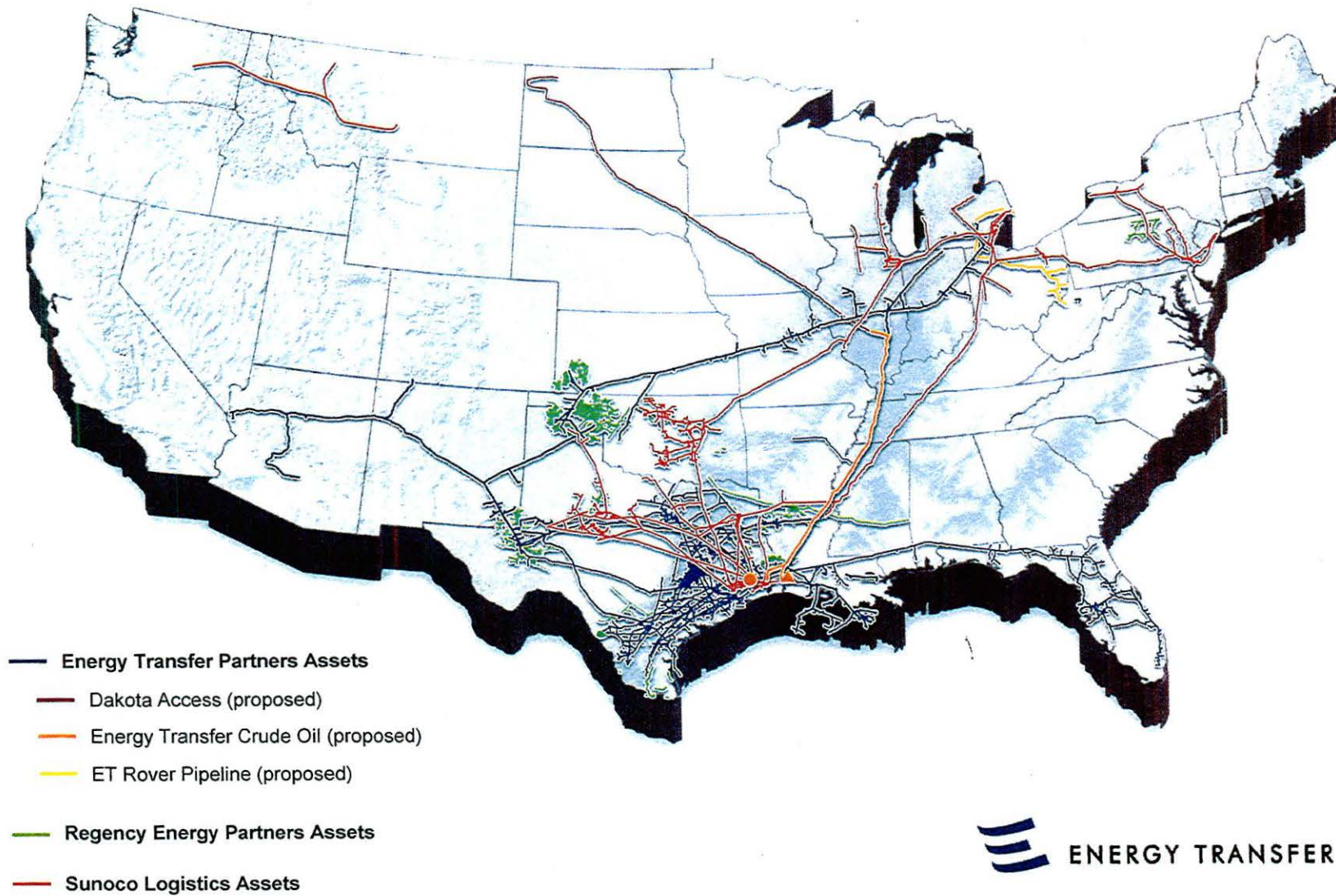
Mary A. Titus  
27575 462nd Avenue  
Chancellor, South Dakota 57015-5712



570155712 R002



# Energy Transfer Partners - Asset Overview



EXHIBIT

18

PENGAD 800-631-6989



ENERGY TRANSFER

4

014310

## Project Overview

- Dakota Access, LLC has secured long-term binding contractual commitments to:

- Transport approximately 450,000 barrels per day of crude oil starting Q4 2016
- Potential to transport approximately 570,000 or more barrels per day depending upon additional potential shipper commitments

- Objective:

- Move crude oil from the Bakken Three Forks area in northwestern North Dakota to the Patoka Hub in Patoka, Illinois
- Interconnect with third-parties for re-delivery of crude oil to processing facilities and refineries located in the Midwest and Gulf Coast for production of motor fuels and other crude oil derivatives that support the US economy



**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

HP14-002

**PRE-FILED TESTIMONY OF  
Laurie Kunzelman**

STATE OF SOUTH DAKOTA)

:SS

COUNTY OF Lincoln )

Laurie Kunzelman, being first duly sworn on his/her oath, deposes and states as follows:

**Please state your name and address.**

Laurie Kunzelman

3604 East Woodsedge Street

Sioux Falls, SD 57108

**How are you involved with the Dakota Access Pipeline project?**

I am the daughter of Delores Assid, a landowner in Lincoln County, South Dakota  
affected by the proposed Dakota Access Pipeline.

**Please describe the history of your family's land ownership, and whether farming  
will be continued by younger generations.**

My great-grandfather, Henry Andreessen, homesteaded this land in 1883. He filed on the  
land (a half section – 320 acres) in 1882 and then moved onto it in 1883. Henry farmed it  
for 44 years. My grandparents, Martin and Elsie Andreessen, inherited the farm in 1927,  
when my mother was one year old. They retired from farming in 1948, but continued to  
own the land. My grandparents rented the land to a farmer, Richard Gores. My mother.

**EXHIBIT**

tabbies

I 10  
014312

16 Delores, and her two sisters, Devona Smith and Margaret Hilt, inherited the farm in 1988,  
17 when my grandmother passed away. My mother and aunts continue to rent the farmland  
18 to a farmer, Doug Vanderwerff, who grows corn and soybeans on it. My sister, my two  
19 cousins, and I will someday inherit the farm from my mother and aunts. We plan on  
20 continuing to own the land and rent it out. My husband and I have been thinking about  
21 building a home on the farm.

22 **Please describe your current farming operations.**

23 The farm is rented out for cash rent. The tenant farmer, Doug Vanderwerff, grows corn  
24 and soybeans, and has a little hay land on the half section. This man has been farming  
25 this land for about 30 years and plans to continue to do so, unless the pipeline would  
26 change that.

27 **To the best of your knowledge, what area(s) of your property will the Dakota Access**  
28 **Pipeline cross?**

29 The pipeline would cross the east quarter section (160 acres) of the farm from the  
30 northwest corner to the southeast corner, effectively cutting that quarter section in half.

31 **How close is the pipeline to any building, bin or pen, water source, or farming**  
32 **facilities (i.e., storage area, feedlot, grazing area, etc.)?**

33 The pipeline would run approximately 50 feet from the land surrounding the farm  
34 buildings and the windmill, which provides water for the house.

35 **Please describe any special characteristics of your property and farmland, and/or**  
36 **whether you plan to build any houses, outbuildings, shelter belts, or other structures**  
37 **on your property.**

38 The farm has old cement tile going from a pond north of the house to the road ditch south  
39 of the house. This old tile is fragile. The proposed pipeline would cross this tile. There

40 is also tile a short distance west of this tile. I'm not sure if the pipeline would cross that  
41 tile or not. The tile could easily be damaged by excavation of the ground near it, heavy  
42 equipment going over it, or settling of the ground afterwards.

43 My husband and I have been considering building a home on the southeast corner of the  
44 farm, but the pipeline would prevent that. My mother and aunts have also considered  
45 selling one acreage on the northeast corner of the farm. There are three housing  
46 eligibilities remaining on that quarter section of the farm with possible future  
47 development, since Highway 17 runs on the east side of the farm. A realtor has already  
48 asked my mom if she was interested in selling the farm. There are housing developments  
49 ½ mile east of the farm and another one planned ½ mile north of the farm. Even though  
50 these are outside of the growth plan for Tea, they are still being developed. Pipeline  
51 easements could restrict developments in the area.

52 **Please describe which of your farming operations or other land uses will be**  
53 **impaired by the Dakota Access Pipeline and how they will be impaired.**

54 Corn and soybeans are both grown yearly in alternating areas in that quarter section of  
55 the farm. The pipeline would severely cut down on crop production of each of them.  
56 The tenant would lose acres to plant, receive much less income from that quarter section,  
57 and it would inconvenience him when trying to farm the land, with the pipeline cutting  
58 that quarter section in half. Consequently, he would be unwilling to pay as much rent per  
59 acre, so my mother would be losing income. The renter may decide that the hassle isn't  
60 worth trying to farm the land that is cut in half by the pipeline. No one else would be  
61 willing to farm it either, with that pipeline running through there. Then my mother and  
62 aunts would lose total income from that farm for as long as it would take to find another  
63 renter. Also, if they ever did try to sell any acreages, people would not want to buy and

64 build on the land with that pipeline under it. Dakota Access would not allow any  
65 buildings on the easement, either.

66 When the land is dug up for the pipeline, it would damage the quality of the soil. The  
67 topsoil and subsoil as well as lower layers would be mixed. This will hurt plant growth  
68 for at least ten years. There will be some compaction of the soil, which would also impact  
69 plant growth. Weed seeds will be brought to the surface, so there will be additional costs  
70 to control them. The soil around the pipeline will be warmer and could cause more  
71 insects and disease to survive in the soil. That could also affect plant production. Rocks  
72 would be brought to the surface and need to be removed. I am afraid Dakota Access will  
73 not do this, as happened with the Keystone pipeline.

74 **Has your farmland been improved with drain tile? If so, please describe whether**  
75 **you are concerned that pipeline construction may damage and impair the drain tile**  
76 **performance and investment.**

77 Yes, this quarter has two areas of drain tile. The pipeline would cross at least one of  
78 them. The tile is cement and quite old. We do not know exactly how deep the tile is  
79 because it was installed many years ago. I am very much afraid that the tile would be  
80 damaged. Then the water would not drain out of the low area and could reach the house  
81 and other buildings as well as drowning out crops. This would cause a loss of income,  
82 also. It would be difficult, and very costly to replace the drain tiles if they were damaged.  
83 Land around the tile will settle and could cause the tile to break. I'm also afraid oil  
84 could get into the tiles and into the water if the tiles were broken.

85 **Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to**  
86 **the environment or the inhabitants within the siting area? If so, why?**

87 Yes, I definitely believe the pipeline would pose a threat to the environment and the  
88 inhabitants of this farm because of the large amounts of volatile, toxic oil going through  
89 this pipeline every day. The oil could leak onto the land and into the water as it has  
90 often done in many other areas. The oil could flow into Little Beaver Creek which runs  
91 through the farm only about 1/8 of a mile from the proposed pipeline. Then it could get  
92 into Beaver Creek, and subsequently into the Sioux River and the aquifer. The Bakken  
93 oil in this pipeline is a highly volatile substance. It has been found to be the most  
94 explosive oil when compared to oil from 86 locations around the world. Pipelines  
95 explode, rupture, and leak. Even with shut-off valves, a great deal of oil would escape  
96 into the environment. If the pipeline exploded, it could definitely hurt or kill people and  
97 animals in the area. Also, the oil is poisonous and carcinogenic to the people and animals  
98 in contact with it. The oil contains benzene and other chemicals. Benzene is cancer-  
99 causing, as well as causing many other health problems, including death. The  
100 environment could be permanently damaged if there was a leak or spill, and could  
101 probably never be farmed again. There are designated wetlands on the farm which could  
102 be threatened by the pipeline.

103 **Do you believe that the Dakota Access Pipeline will substantially impair the health,**  
104 **safety and welfare of the inhabitants of the siting area? If so, why?**

105 Yes, it will most definitely impair the financial welfare of the tenant farmer and the  
106 landowners (my mother and aunts), due to the amount of land that will be dug up all the  
107 way across that quarter section. Crops will not be as good for many years, possibly ten or  
108 twenty years. This could happen again and again, anytime the pipeline company would  
109 decide to go back in and dig it up to put more pipes in, or to work on them for some

110 reason. Yet the pipeline company is only offering a onetime lump sum payment to my  
111 mother and aunts.

112 I am also concerned that stray voltage could affect the health, safety, and welfare of the  
113 tenant farmer, the residents, and anyone else near the pipeline. The soil, depending on  
114 mineral and moisture content, as well as steel posts on the land, can conduct electricity.  
115 When you look at the many previous pipeline accidents, you can see that the health and  
116 safety of people and animals are at stake. As I stated before, the oil itself could affect the  
117 health, safety, and welfare of everyone, and of the many animals in the area, because of  
118 the volatility of the oil and the chemicals such as benzene, that the oil contains.

119 Dakota Access cannot guarantee the safety of the pipeline. There have been more  
120 pipeline accidents than train accidents involving oil.

121 I am also very concerned that the pipeline will lower the property value of the farm. It  
122 will also lower the value of the property of surrounding neighbors. Because of this,  
123 property taxes paid to the government will be decreased.

124 **Have you been sued by Dakota Access Pipeline to compel court ordered access to**  
125 **your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority**  
126 **(i.e., state statute) supporting its claim that you have no right to exclude Dakota**  
127 **Access from your land at the time of said lawsuit? and (2) Have you incurred legal**  
128 **fees in defending against said lawsuit?**

129 No I haven't, but my mother and aunts have. Dakota Access has filed a lawsuit against  
130 them to allow Dakota Access to enter the farm to survey it. My mother told them "No"  
131 two different times, that they could not enter her land.

132 Yes, they have hired a lawyer, Glenn Boomsma, to represent them in this matter. It is  
133 costing them a great deal of money to prevent Dakota Access from surveying, using  
134 eminent domain, and placing the pipeline on their farm.

135 **Has Dakota Access Pipeline made any statements to you that it is a "common**  
136 **carrier" under South Dakota law? If so, please describe.**

137 No, they did not.

138 **Has any representative of Dakota Access Pipeline made any statements to you or**  
139 **others that you believe are not true? If so, please explain.**

140 Yes, first of all they told my mother that she should allow them on her land. If she didn't,  
141 they will just take it by eminent domain, anyway. However, they do not have the right of  
142 eminent domain as of yet.

143 Secondly, they told Rhonda Nielsen, who lives in the house on that quarter section, that  
144 my mother and aunts had agreed to let Dakota Access enter their land, survey it, and  
145 build the pipeline there. They also told her there was nothing she could do about it.

146 Rhonda was very upset that my family would do this. My mother and aunts never gave  
147 them permission to enter their land, survey it, or build the pipeline there.

148 **Please state any other concerns you have regarding the Dakota Access Pipeline.**

149 Liability is a major concern. Dakota Access may not be held accountable if there is a  
150 spill, leak, or explosion on the farm. Neighbors could sue my mom if damage is done to  
151 their land. If there is an oil spill, who will pay for the cleanup?

152 If the pipeline is no longer used, who will pay for removing it?

153 If Dakota Access gets the easement, it would give them the right to enter anywhere on  
154 the farm at anytime, to add more pipe, or for any other reason. To me, this is a takeover  
155 of the land that is being forced upon us, harming present and future generations.

156 South Dakota and Iowa both grow large amounts of corn. Ethanol producers in South  
157 Dakota use much of this corn to produce ethanol, which greatly helps the economy of  
158 South Dakota. The oil pipeline will benefit the economy of North Dakota and Texas, but  
159 will be of only a small benefit to the economy of South Dakota. That oil is a non-  
160 renewable source of fuel and produces greenhouse gases. Corn is a renewable source of  
161 fuel. South Dakota should be putting all of its effort into increasing the supply and  
162 demand for ethanol. This would be much more beneficial to the farmers and to the state.  
163 Lincoln County is one of the fastest growing areas in the country. The pipeline would be  
164 running near the most populated part of South Dakota, including the cities of Sioux Falls,  
165 Tea, Lennox, and Harrisburg. Future development of this area would be seriously  
166 hindered. The eastern part of South Dakota also has the most highly productive cropland  
167 in the state. I don't understand why anyone would even consider putting the pipeline  
168 through here.

169 **Would you be available to present testimony and respond to questions during the**  
170 **formal hearing scheduled for September 29 through October 8, 2015?**

171 Yes, I would be available if allowed. My mother and aunts have given their permission  
172 for me to speak on their behalf at the hearing because none of them will be able to attend  
173 the hearing.

174 **Does that conclude your testimony?**

175 Yes.  
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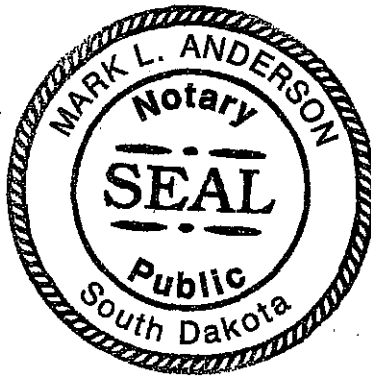
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Laurie Kungelman

Subscribed and sworn before me this 6 day of July, 2015.

Mark L. Anderson  
Notary Public - South Dakota  
My Commission Expires: 6/22/18

<SEAL>



**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

HP14-002

PRE-FILED TESTIMONY OF  
KENT MOECKLY

STATE OF SOUTH DAKOTA )

COUNTY OF Marshall ) :SS

Kent Moeckly, being first duly sworn on his/her oath, deposes and states as follows:

**1. Please state your name and address.**

Kent Moeckly

PO Box 903

Britton, SD 57430

**2. Are you involved with the Dakota Access Pipeline project?**

No, but I am a landowner in Marshall County, South Dakota that was crossed by the  
TransCanada - Phillips Petroleum Pipeline.

**3. Describe the history of your family's land ownership.**

My grandfather settled on the land in Marshall County in the early 1900's and my family  
has operated the land to the present time.

EXHIBIT

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- 4. Has your land been impacted or adversely affected by a currently existing pipeline?**

Yes, the TransCanada - Phillips Petroleum Pipeline

- 5. If so, please provide the specifics related to the prior questions.**

TransCanada in their construction process ripped open our black dirt and ultimately, mixed it with the clay and lesser desirable soils thereby reducing its value and productivity for years to come. During the reclamation process, the black dirt was spread into totally wet, sloppy conditions including standing water which was against the regulations and thereby resulted in mixing of the good black dirt with the clay and less desirable soils. Therefore the result of this carelessness has cost my family land value and productivity. We now live in constant fear of the pipeline breaking and ruining our land.

- 6. Have your crop yields and/or drain tiles been adversely impacted by a currently existing gas and/or oil pipeline? If so, please provide the complete details.**

Crop yields have been lessened.

- 7. Please state any other concerns you have regarding the Dakota Access Pipeline.**

I have tremendous concerns regarding our valuable water resource(s). Once the pipeline breaks, any nearby water becomes undrinkable and unusable for the rest of time.

We are dealing with a thin-walled, high-pressure, hazardous material pipeline in which the dangers to people and property can never be understated.

8. Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?

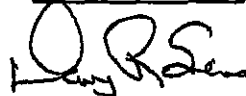
Yes

9. Does that conclude your testimony?

Yes



Subscribed and sworn before me this 6 day of July, 2015.



Notary Public – South Dakota

My Commission Expires: April 11, 2018

<SEAL>

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

HP14-002

**PRE-FILED TESTIMONY OF  
Marilyn Jean Murray**

STATE OF SOUTH DAKOTA )

:SS

COUNTY OF Minnehaha

Marilyn Jean Murray, being first duly sworn on his/her oath, deposes and states as follows:

**Please state your name and address.**

**Marilyn Jean Murray**

1416 S. Larkspur Trl.

Sioux Falls, SD 57106

**How are you involved with the Dakota Access Pipeline project?**

I am a landowner in Lincoln County, South Dakota affected by the proposed Dakota Access Pipeline.

**Please describe the history of your family's land ownership, and whether farming will be continued by younger generations.**

4/26/1883 Land was Homesteaded by Philip Eichhorn.  
He was given a Patent (deed) September, 1887.

4-16-1896 sold to Paul Nichel for \$1800.

2/28/1920 Quit claim deed from Rose (daughter of Paul and Sophia Nichel) & Milo Hoffman to Sophia Nichel.

**EXHIBIT**

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4/23/1923 Sophia Nichel sold to Gilbert Schoffelman for \$18,000. \$112.50 per acre --

8-1-1930 Upon Gilbert's death distribution to heirs in 1931 -- Dora (wife) 1/3 and to children remaining 2/3 rds (John, Hilda, Aldrich, Henry, Elmer, Laura, Esther)

10-27-1947 Dora Schoffelman sold 1.02 acres (Lot H1) to the state of South Dakota for roads.

4-23-1959 Upon Elmer's death his share was conveyed to his mother (Dora).

6/11/1959 John Schoffelman purchased from his siblings and his mother for \$37,840 - \$236.50 per acre.

12/4/1959 -- John added Leona's name

5/18/2004 -- termination of Leona's name on deed due to death

3/23/2004 -- John deeded to children - Janice Petterson, Mavis Parry, Linda Goulet, Corliss Wiebers, Shirley Oltmanns, Marilyn Murray & Kevin Schoffelman w/John having Life Estate

4/13/2012 -- Termination of John's Life Estate

The question of whether farming will be continued by future generations remains to be determined.

Tillable acres will probably continue to be leased for row-crop farming and pasture acres for cash rent for several years. However discussions have taken place for development of the land starting with the 3 building eligibilities.

**Please describe your current farming operations.**

The tillable acres are farmed by Jerry and Bill Crevier and the pasture is rented by Scott Daggett.

**To the best your knowledge, what area(s) of your property will the Dakota Access Pipeline cross?**

Future development potential diminished due to restrictions of building on pipeline and lack of desire for homeowners to live near pipeline. There is currently an existing housing development ½ mile NE of our farm, located outside of the City of Tea as well as a second development planned (zoning has been changed to agriculture/residential) ½ mile directly north of our farm. These developments are outside of the City of Tea growth plan. Just because a particular city doesn't have these affected areas in their growth plan, doesn't mean they won't be developed – unless of course pipeline easements restrict the development.

**Has your farmland been improved with drain tile? If so, please describe whether you are concerned that pipeline construction may damage and impair the drain tile performance and investment.**

Yes, it has been drain tiled and parts of it are clay tile. I am concerned that the tile may crumble by excavating the ground near it, construction equipment going over it or by additional underground pressure from settling afterwards.

**Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to the environment or the inhabitants within the siting area? If so, why?**

Yes. Ruptures, oil leaks, environmental damages in the future. As steward of the land our obligation is for also for future generations.

In February, the Wall Street Journal compared oil from 86 locations around the world and found Bakken crude oil to be the most explosive. This was introduced December 11, 2104 in the Assembly Resolution No 191 State of New Jersey 216<sup>th</sup> Legislature.

**Do you believe that the Dakota Access Pipeline will substantially impair the health, safety and welfare of the inhabitants of the siting area? If so, why?**

Watershed damage as East Beaver Creek drains the Watershed North and West of Tea and flows through our farm, eventually into the Big Sioux River and then the Missouri. Will eliminate the potential for future development due to people not wanting to reside near an oil pipeline.

**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against this lawsuit?**

Yes- I have been sued.

No- Dakota Access has not provided any legal authority (state statute).

Yes- I have incurred legal fees.

**Please state any other concerns you have regarding the Dakota Access Pipeline.**

The fact that their plan is to run the pipeline through Minnehaha and Lincoln county shows total disregard for the welfare of our state, it's inhabitants and the future development in the this area. I'm concerned it will lower my property value.

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

No.

Does that conclude your testimony?

Yes.

Marilyn Jean Murray

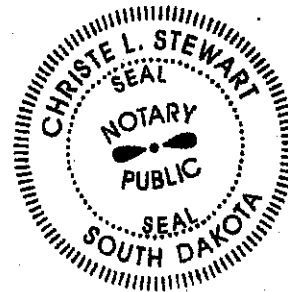
Subscribed and sworn before me this 18<sup>th</sup> day of June, 2015.

Christie L Stewart

Notary Public – South Dakota

My Commission Expires: 9-7-17

<SEAL>





8-1-1930 Upon Gilbert's death distribution to heirs in 1931 – Dora (wife) 1/3 and to children remaining 2/3 rds (John, Hilda, Aldrich, Henry, Elmer, Laura, Esther)

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Tillable acres will probably continue to be leased for row-crop farming and pasture acres for cash rent for several years. However discussions have taken place for development of the land starting with the 3 building eligibilities.

**Please describe your current farming operations.**

The tillable acres are farmed by Jerry and Bill Crevier and the pasture is rented by Scott Daggett.

**To the best your knowledge, what area(s) of your property will the Dakota Access Pipeline cross?**

Based on the most recent maps by Dakota Access and flags placed in the road ditch, the pipeline would enter the NW corner going to the SE corner cutting diagonally across the entire farm. This area includes crop production land as well as pasture.

**How close is the pipeline to any building, bin or pen, water source, or farming facilities (i.e., storage area, feedlot, grazing area, etc.)?**

Approximately 300 yards to the nearest building and 340 yards to the well.

It is planned to go under the creek which drains the watershed NW of Tea and flows into the Sioux River.

The pipeline would cross the easement held by South Lincoln Rural Water.

As stated previously it would cross the grazing area.

**Please describe any special characteristics of your property and farmland, and/or whether you plan to build any houses, outbuildings, shelter belts, or other structures on your property.**

The land is drain tiled, some of which is clay.

Open Waterway ditch running south on east side of property.

It currently has 3 housing eligibilities with potential for additional future longer term development since Highway 17 runs on the west side of the property.

**Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

Initially, no access for daily operations on cropland on south half of property. Natural waterways blocked and would need to be reconstructed. The tillable acres won't produce the same and the quality of the pasture will be impaired.

Future development potential diminished due to restrictions of building on pipeline and lack of desire for homeowners to live near pipeline. There is currently an existing housing development ½ mile NE of our farm, located outside of the City of Tea as well

as a second development planned (zoning has been changed to agriculture/residential) ½ mile directly north of our farm. These developments are outside of the City of Tea growth plan. Just because a particular city doesn't have these affected areas in their growth plan, doesn't mean they won't be developed -- unless of course pipeline easements restrict the development.

**Has your farmland been improved with drain tile? If so, please describe whether you are concerned that pipeline construction may damage and impair the drain tile performance and investment.**

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The fact that their plan is to run the pipeline through Minnehaha and Lincoln county shows total disregard for the welfare of our state, it's inhabitants and the future development in the this area. I'm concerned it will lower my property value, and quality of life of any future inhabitants.

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

No.

**Does that conclude your testimony?**

Yes.

*Shirley M. Altman*

Subscribed and sworn before me this 22<sup>nd</sup> day of June, 2015.



<SEAL>

*Jane Fallon*  
Notary Public – South Dakota  
My Commission Expires: 7-6-17

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

**HP14-002**

**PRE-FILED TESTIMONY OF  
Janice Elaine Petterson**

STATE OF SOUTH DAKOTA )

:SS

COUNTY OF Lincoln

1 Janice Elaine Petterson, being first duly sworn on his/her oath, deposes and states as

2 follows:

3 **Please state your name and address.**

4 Janice Elaine Petterson

5 6401 S Lyncrest Ave Apt 307

6 Sioux Falls, SD 57108

7 **How are you involved with the Dakota Access Pipeline project?**

8 I am a landowner in Lincoln County, South Dakota affected by the proposed Dakota

9 Access Pipeline.

10 **Please describe the history of your family's land ownership, and whether farming**

11 **will be continued by younger generations.**

12 4/26/1883 Land was Homesteaded by Philip Eichhorn- he paid \$3.00 - toward the above  
13 quarter. He was given a Patent (deed) September, 1887.

14  
15 4-16-1896 sold to Paul Nichel for \$1800.  
16

**EXHIBIT**

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17 2/28/1920 Quit claim deed from Rose (daughter of Paul and Sophia Nichel) & Milo  
18 Hoffman to Sophia Nichel.

19  
20 4/23/1923 Sophia Nichel sold to Gilbert Schoffelman for \$18,000. \$112.50 per acre --

21  
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23 children remaining 2/3 rds (John, Hilda, Aldrich, Henry, Elmer, Laura, Esther)

24  
25 10-27-1947 Dora Schoffelman sold 1.02 acres (Lot H1) to the state of South Dakota for  
26 roads.

27  
28 4-23-1959 Upon Elmer's death his share was conveyed to his mother (Dora).

29  
30 6/11/1959 John Schoffelman purchased from his siblings and his mother for \$37,840 -  
31 \$236.50 per acre.

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34  
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36  
37 3/23/2004 -- John deeded to children - Janice Petterson, Mavis Parry, Linda Goulet,  
38 Corliss Wiebers, Shirley Oltmanns, Marilyn Murray & Kevin Schoffelman w/John  
39 having Life Estate

40  
41 4/13/2012 -- Termination of John's Life Estate

42  
43 The question of whether farming will be continued by future generations remains to be  
44 determined.

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46 for cash rent for several years. However discussions have taken place for development of  
47 the land starting with the 3 building eligibilities.

48  
49 **Please describe your current farming operations.**

50 The tillable acres are farmed by Jerry and Bill Crevier and the pasture is rented by Scott  
51 Daggett.

52  
53 **To the best your knowledge, what area(s) of your property will the Dakota Access**

54 **Pipeline cross?**

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As stated previously it would cross the grazing area.

**Please describe any special characteristics of your property and farmland, and/or whether you plan to build any houses, outbuildings, shelter belts, or other structures on your property.**

The land is drain tiled, some of which is clay.

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**Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

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79 Future development potential diminished due to restrictions of building on pipeline and  
80 lack of desire for homeowners to live near pipeline. There is currently an existing  
81 housing development ½ mile NE of our farm, located outside of the City of Tea as well  
82 as a second development planned (zoning has been changed to agriculture/residential) ½  
83 mile directly north of our farm. These developments are outside of the City of Tea growth  
84 plan. Just because a particular city doesn't have these affected areas in their growth plan,  
85 doesn't mean they won't be developed – unless of course pipeline easements restrict the  
86 development.

87  
88 **Has your farmland been improved with drain tile? If so, please describe whether**  
89 **you are concerned that pipeline construction may damage and impair the drain tile**  
90 **performance and investment.**

91 Yes, it has been drain tiled and parts of it are clay tile. I am concerned that the tile may  
92 crumble by excavating the ground near it, construction equipment going over it or by  
93 additional underground pressure from settling afterwards.

94  
95 **Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to**  
96 **the environment or the inhabitants within the siting area? If so, why?**

97 Yes. Ruptures, oil leaks, environmental damages in the future. As steward of the land  
98 our obligation is for also for future generations.

99 In February, the Wall Street Journal compared oil from 86 locations around the world and  
100 found Bakken crude oil to be the most explosive. This was introduced December 11,  
101 2014 in the Assembly Resolution No 191 State of New Jersey 216<sup>th</sup> Legislature.

103 **Do you believe that the Dakota Access Pipeline will substantially impair the health,**  
104 **safety and welfare of the inhabitants of the siting area? If so, why?**

105 Watershed damage as East Beaver Creek drains the Watershed North and West of Tea  
106 and flows through our farm, eventually into the Big Sioux River and then the Missouri.  
107 Will eliminate the potential for future development due to people not wanting to reside  
108 near an oil pipeline.

109  
110 **Have you been sued by Dakota Access Pipeline to compel court ordered access to**  
111 **your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority**  
112 **(i.e., state statute) supporting its claim that you have no right to exclude Dakota**  
113 **Access from your land at the time of said lawsuit? and (2) Have you incurred legal**  
114 **fees in defending against this lawsuit?**

115 Yes- I have been sued.

116 No- Dakota Access has not provided any legal authority (state statute).

117 Yes- I have incurred legal fees.

118  
119 **Please state any other concerns you have regarding the Dakota Access Pipeline.**

120 The fact that their plan is to run the pipeline through Minnehaha and Lincoln county  
121 shows total disregard for the welfare of our state, it's inhabitants and the future  
122 development in the this area. I'm concerned it will lower my property value.

123 In the past 3 years, three developers have asked us about purchasing our land.

124 Crop loss will be considerably more than 3 years. Farmers on the Lewis & Clark pipeline  
125 have said 10 years later, the corn is between 1 and 3 feet shorter than the rest of the field.

126 No South Dakota funding in place for pipeline accidents? Governor Bill Janklow had to  
127 deal with funding when Williams Pipeline problems leaking, etc had to be found and the  
128 Hayward School across the road on W 12<sup>th</sup> St. had to be closed.

129 June 9<sup>th</sup> USA Today had an article "7 Major Countries (including US & Germany)  
130 pledged the end of Fossil Fuels by the end of the century" Why would we put this huge  
131 pipe in the ground with no decommissioning and leave the landowner stuck with it?  
132 Also the pipeline company could do anything with it in the future. Their easement gives  
133 them the right to enter **anywhere** on our land **anytime**, for **whatever purpose** they  
134 claim. This is a takeover of our land.

135 We need a greener/cleaner form of energy to preserve the land, water and air to feed and  
136 sustain not just us, but more importantly future generations.

137  
138 **Would you be available to present testimony and respond to questions during the**  
139 **formal hearing scheduled for September 29 through October 8, 2015?**

140 No, I will not present testimony during the hearing; however, I will be there to listen.

141  
142 **Does that conclude your testimony?**

143 Yes.  
144

145 *Janice Elaine Petterson*  
146  
147

148  
149 Subscribed and sworn before me this 25<sup>th</sup> day of June, 2015.  
150

151  
152  
153 *[Signature]*  
154 Notary Public – South Dakota  
155 My Commission Expires: 6.6.18

<SEAL>

156  
57



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EXHIBIT  
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EXHIBIT  
I 91 I  
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Discover  
Genres  
Start selling

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EXHIBIT  
I 16 (g)



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EXHIBIT  
I 16(h)  
tables



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EXHIBIT

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014354

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE  
APPLICATION OF DAKOTA ACCESS,  
LLC FOR AN ENERGY FACILITY  
PERMIT TO CONSTRUCT THE  
DAKOTA ACCESS PIPELINE**

**HP14-002**

**PRE-FILED TESTIMONY OF  
Kevin John Schoffelman**

STATE OF SOUTH DAKOTA )

:SS

COUNTY OF Minnehaha

1 Kevin John Schoffelman, being first duly sworn on his/her oath, deposes and states as  
2 follows:

3 Please state your name and address.

4 Kevin John Schoffelman

5 712 W 4th Ave

6 Lennox, SD 57039

7 How are you involved with the Dakota Access Pipeline project?

8 I am a landowner in Lincoln County, South Dakota affected by the proposed Dakota  
9 Access Pipeline.

10 Please describe the history of your family's land ownership, and whether farming  
11 will be continued by younger generations.

12 4/26/1883 Land was Homesteaded by Philip Eichhorn- he paid \$3.00 per acre- toward  
13 the above quarter. He was given a Patent (deed) September, 1887.

14  
15 4-16-1896 sold to Paul Nichel for \$1800.

16  
17 2/28/1920 Quit claim deed from Rose (daughter of Paul and Sophia Nichel) & Milo  
18 Hoffman to Sophia Nichel.

**EXHIBIT**

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**I 17**  
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19  
20 4/23/1923 Sophia Nichel sold to Gilbert Schoffelman for \$18,000. \$112.50 per acre –

21  
22 8-1-1930 Upon Gilbert's death distribution to heirs in 1931 – Dora (wife) 1/3 and to  
23 children remaining 2/3 rds (John, Hilda, Aldrich, Henry, Elmer, Laura, Esther)

24  
25 10-27-1947 Dora Schoffelman sold 1.02 acres (Lot H1) to the state of South Dakota for  
26 roads.

27  
28 4-23-1959 Upon Elmer's death his share was conveyed to his mother (Dora).

29  
30 6/11/1959 John Schoffelman purchased from his siblings and his mother for \$37,840 -  
31 \$236.50 per acre.

32  
33 12/4/1959 – John added Leona's name

34  
35 5/18/2004 – termination of Leona's name on deed due to death

36  
37 3/23/2004 – John deeded to children - Janice Petterson, Mavis Parry, Linda Goulet,  
38 Corliss Wiebers, Shirley Oltmanns, Marilyn Murray & Kevin Schoffelman w/John  
39 having Life Estate

40  
41 4/13/2012 – Termination of John's Life Estate

42  
43 The question of whether farming will be continued by future generations remains to be  
44 determined.

45 Tillable acres will probably continue to be leased for row-crop farming and pasture acres  
46 for cash rent for several years. However discussions have taken place for development of  
47 the land starting with the 3 building eligibilities.

48  
49 **Please describe your current farming operations.**

50 The tillable acres are farmed by Jerry and Bill Crevier and the pasture is rented by Scott  
51 Daggett.

52  
53 **To the best your knowledge, what area(s) of your property will the Dakota Access**  
54 **Pipeline cross?**

55 Based on the most recent maps by Dakota Access and flags placed in the road ditch, the  
56 pipeline would enter the NW corner going to the SE corner cutting diagonally across the  
57 entire farm. This area includes crop production land as well as pasture.

58 **How close is the pipeline to any building, bin or pen, water source, or farming**  
59 **facilities (i.e., storage area, feedlot, grazing area, etc.)?**

60 Approximately 300 yards to the nearest building and 340 yards to the well.

61 It is planned to go under the creek which drains the watershed NW of Tea and flows into  
62 the Sioux River.

63 The pipeline would cross the easement held by South Lincoln Rural Water.

64 As stated previously it would cross the grazing area.

65  
66 **Please describe any special characteristics of your property and farmland, and/or**  
67 **whether you plan to build any houses, outbuildings, shelter belts, or other structures**  
68 **on your property.**

69 The land is drain tiled, some of which is clay.

70 Open Waterway ditch running south on east side of property.

71 It has 3 housing eligibilities with potential for additional future development since  
72 Highway 17 runs on the west side of the property.

73  
74 **Please describe which of your farming operations or other land uses will be**  
75 **impaired by the Dakota Access Pipeline and how they will be impaired.**

76 Initially, no access for daily operations on cropland on south half of property. Natural  
77 waterways blocked and would need to be reconstructed. The tillable acres won't produce  
78 the same and the quality of the pasture will be impaired.

79 Future development potential diminished due to restrictions of building on pipeline and  
80 lack of desire for homeowners to live near pipeline.

81  
82 **Has your farmland been improved with drain tile? If so, please describe whether**  
83 **you are concerned that pipeline construction may damage and impair the drain tile**  
84 **performance and investment.**

85 Yes, it has been drain tiled and parts of it are clay tile. I am concerned that the tile may  
86 crumble by excavating the ground near it, construction equipment going over it or by  
87 additional underground pressure from settling afterwards.

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90 **the environment or the inhabitants within the siting area? If so, why?**

91 Yes. Ruptures, oil leaks, environmental damages in the future. As steward of the land  
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93 In February, the Wall Street Journal compared oil from 86 locations around the world and  
94 found Bakken crude oil to be the most explosive. This was introduced December 11,  
95 2104 in the Assembly Resolution No 191 State of New Jersey 216<sup>th</sup> Legislature.

96  
97 **Do you believe that the Dakota Access Pipeline will substantially impair the health,**  
98 **safety and welfare of the inhabitants of the siting area? If so, why?**

99 Watershed damage as East Beaver Creek drains the Watershed North and West of Tea  
100 and flows through our farm, eventually into the Big Sioux River and then the Missouri.  
101 Will eliminate the potential for future development due to people not wanting to reside  
102 near an oil pipeline.

103  
104 **Have you been sued by Dakota Access Pipeline to compel court ordered access to**  
105 **your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority**  
106 **(i.e., state statute) supporting its claim that you have no right to exclude Dakota**  
107 **Access from your land at the time of said lawsuit? and (2) Have you incurred legal**  
108 **fees in defending against said lawsuit?**

109 Yes- I have been sued.

110 No- Dakota Access has not provided any legal authority (state statute).

111 Yes- I have incurred legal fees.

112  
113 **Has Dakota Access Pipeline made any statements to you that it is a "common**  
114 **carrier" under South Dakota law? If so, please describe.**

115 No.

116  
117 **Has any representative of Dakota Access Pipeline made any statements to you or**  
118 **others that you believe are not true? If so, please explain.**

119 No.

120  
121 **Please state any other concerns you have regarding the Dakota Access Pipeline.**

122 The fact that their plan is to run the pipeline through Minnehaha and Lincoln county  
123 shows total dis-regard for the welfare of our state, it's inhabitants and the future  
124 development in the this area. Lincoln County, and specifically north Lincoln County, is  
125 one of the fastest growing areas in the nation.

127 Would you be available to present testimony and respond to questions during the  
128 formal hearing scheduled for September 29 through October 8, 2015?

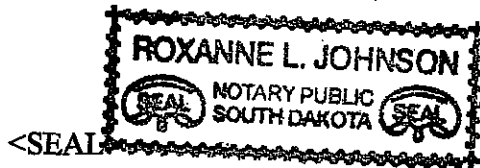
129 Yes

130 Does that conclude your testimony?

131 Yes.

132  
133 Kevin Schaffner  
134  
135

136  
137 Subscribed and sworn before me this 24<sup>th</sup> day of June, 2015.  
138



Roxanne L. Johnson  
Notary Public - South Dakota  
My Commission Expires: Aug 6, 2016

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

HP14-002

PRE-FILED TESTIMONY OF  
SUE SIBSON

STATE OF SOUTH DAKOTA)

: SS

COUNTY OF MINER )

1 Sue Sibson, being first duly sworn on his/her oath, deposes and states as follows:

2  
3 My name is Sue Sibson. My address is 23782 426<sup>th</sup> Ave, Howard SD

4  
5 My husband, Mike Sibson and I live in Roswell Township, Miner County and we are  
6 lifelong South Dakota residents. We currently raise grain, corn and beans. We raise feeder  
7 cattle on native grass. The native grass plays an important part in our cattle business.

8 We opposed TransCanada's Keystone One pipeline, which ultimately crossed our  
9 land, including crossing native grassland, farm ground, wetlands and a waterway. We were  
10 concerned about the effects that the pipeline would have on our land. Those fears have been  
11 born out, as TransCanada has not lived up to its promises and the conditions it's required to  
12 uphold with respect to the reclamation of our land.

13 The South Dakota Public Utilities Commission gave TransCanada many conditions to  
14 follow. We as landowners witnessed perhaps as few others can the devastation of pipeline  
15 construction. The burden of the conditions have been placed on the landowners to make the

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16 company responsible. Condition # 34 that TransCanada was to follow was that "Construction  
17 must be suspended when weather conditions are such that construction will cause irreparable  
18 damage, unless adequate protection measures approved by the commission are taken." As of  
19 2015, our land has been irreparably damaged by TransCanada's failure to follow the  
20 Commission's conditions.

21 TransCanada failed to comply with applicable construction mitigation and  
22 reclamation plan as to reclamation and revegetation. The objectives of the plan were to return  
23 the disturbed areas to approximately preconstruction use and capability. TransCanada failed  
24 to live up to this commitment and requirement. Reclamation on our land has been a  
25 nightmare. The easement area has very little if any native grass growing. TransCanada's  
26 experts planted thickspike wheatgrass which is not native to eastern South Dakota. When we  
27 asked TransCanada about this grass they said it was sterile and would die out in 1-2 years.  
28 We now are on almost six years and that grass has not died out. Our cattle will not eat this  
29 grass --we consider it a weed. We now have an easement area that cannot be used for grazing.

30 Condition # 41 sets forth TransCanada obligation for reclamation and maintenance of  
31 the right-of-way, which continue throughout the life of the pipeline. As landowners, we have  
32 continually had to get after TransCanada to do the reclamation work they are obligated to do.  
33 When TransCanada's reclamation work was not effective and failing on our land,  
34 TransCanada actually then wanted us to take over the reclamation of our land. At this time  
35 we have no intention to ever sign off on our land.

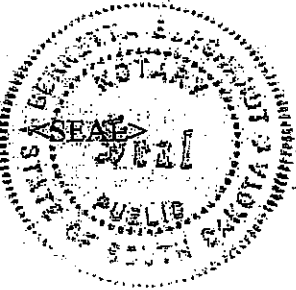
36 As South Dakota landowners we should not have to carry the burden for the South  
37 Dakota Public Utilities conditions set forth on pipeline companies.

38 Our land reclamation aerial video is found at <https://vimeo.com/133581096>.  
39

40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

Sue Sibson  
Sue Sibson

Subscribed and sworn before me this 13<sup>th</sup> day of August, 2015.



Don E. O. Pundlich  
Notary Public - South Dakota  
My Commission Expires: 11/15/15

<p>IN THE MATTER OF THE APPLICATION OF DAKOTA ACCESS, LLC FOR AN ENERGY FACILITY PERMIT TO CONSTRUCT THE DAKOTA ACCESS PIPELINE</p>	<p>HP14-002</p> <p><b>PRE-FILED TESTIMONY OF</b> <b>Nancy J. Stofferahn</b></p>

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sons to inherit ownership in both businesses. Estate plans have been made that my husband will inherit my ownership in our home and land.

**Please describe your current farming operations.**

Stofferahn Farms Partnership is owned by four family members and conducts the farming operations. This partnership farms approximately 2800 acres in Minnehaha, McCook and Turner counties in South Dakota. Stofferahn Farms grows soybeans for Nortec Seeds, Inc. to use as seed. I have done the accounting for the farming operation for 30 years and the seed business for 17 years and am very knowledgeable about all aspects of both businesses.

**To the best your knowledge, what area(s) of your property will the Dakota Access Pipeline cross?**

From verbal conversations with Dakota Access contract easement employee, Edwina Scroggins, the pipeline easement will run from north to south through the 118.36 acre land parcel owned by my husband and my brother in law that runs along Highway 38 utilizing approximately 4 acres of tillable crop land. She stated it will run right behind our 3.8 acre acreage where my home is situated and behind the seed business, Nortec Seeds, Inc. where I am an employee.

**How close is the pipeline to any building, bin or pen, water source, or farming facilities (i.e., storage area, feedlot, grazing area, etc.)?**

I do not know the exact yardage.

**Please describe any special characteristics of your property and farmland, and/or whether you plan to build any houses, outbuildings, shelter belts, or other structures on your property.**

**Nortec Seeds, Inc.**

In South Dakota the Stofferahn family has been in the seed business for over 40 years that began with my father in law. In 1998 when my husband purchased 50% of the business from his father the location was moved next to our home on Highway 38 in a 60x120 Morton shed that was built. Later the shed became a part of Stofferahn Farms Partnership and 3.96 acres was deeded to the partnership named Tract 1 where the shed sits today. Nortec Seeds, Inc. rents this shed to conduct its business. Beginning in the summer of 2014 before any knowledge of Dakota Access pipeline we began making plans for an expansion. The only available expansion is to the north because the land only goes 30 feet east, to the west there is a slough and to the south Highway 38. The expansion includes a new 60x152 Morton storage shed and another structure to house a soybean cleaning and treatment center with 6 bulk hopper bins. The expansion will include new offices and parking for semis and trucks. To the North of these new structures Nortec plans to have all research and test plots for customer and public viewing. Since we have a unique situation where my husband owns both the land and business more land can be deeded to Tract 1 to expand the business location when needed. Without this expansion Nortec cannot be competitive in the seed industry and

would have to move to a new location. To find this same excellent location would be costly along with constructing a whole new warehouse facility. At the present time expansion has not begun because of now knowing that the pipeline will behind the business. If my two sons who plan to continue the business do not have the opportunity to expand in 10-30 years than there is no use wasting capital on a South Dakota business that cannot grow. Without expansion Nortec Seeds could possibly lose millions of dollars in sales over the life of the easement and to relocate would cost hundreds of thousands of dollars.

#### **118.36 Acre Parcel of Land**

This land was purchased by my husband and his brother in 1975. It is my husband's present intentions that this land will be passed on to me. In 45 years of farming they have picked rock and made improvements so that it is a highly productive parcel of agriculture land. It is along Highway 38 where there is continued growth and in the future has the potential for development property. There is one housing eligibility on the land. My son had plans this year to use the housing eligibility to build a home on an acreage near where the pipeline is entering the land to the north. Of course that will no longer be a possibility. Because of the liability of the pipeline I believe it will reduce the property value of the land and the housing eligibility.

#### **3.8 Acreage with Home, 66x99 Morton Shed and Shelter Belt**

My husband and I built this home on the acreage in 1980 on Highway 38. In July, 2014, we started a renovation of the home before any knowledge of the pipeline. We put in a large amount of our retirement money for this project treating it as an investment. The renovation included new roof, steel shingles, new siding and windows, and brick-stone front with pillars. The inside was completely gutted and redone with solid wood floors, larger rooms, granite counters, stone archway to the kitchen. It has a two tier landscaping to the east and north, stamped concrete patios and there is a 66x99 Morton shed behind the house. Because of the good location we believed this would be a good investment. Now common sense is telling us who would ever want to buy a high-end home and acreage with a pipeline behind it and we are afraid that our retirement money will be lost.

#### **Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

The main concern I have is for the liability issues in regard to farming the land, compaction of the soil and whether the land will ever produce. If Stofferahn Farms hits the pipeline while doing normal farming practices is it liable for damages to neighbors or other landowners? Our insurance agent has told me that there is no insurance that we can obtain to cover this liability. The land in question has a mortgage on it for the purchase of other land. Our lending bank has said they will not sign off on the easement. From what I have learned in the proposed easement by Dakota Access there is nothing that addresses their liability for an oil event. From what I heard about the easement from other landowners is that the entire 118.36 acre parcel legal description is used in the easement not the 50 feet pipeline description. Dakota Access does not sign the easement. Dakota Access has the right to amend the easement to install more 30 inch pipelines on the 50 foot easement.

I have invested in ethanol plants with my husband to help with our nation's energy concerns and establish better corn prices. As far as I know the pipeline has no plans to

transport ethanol. In fact the oil industry has lobbied for less blending of ethanol which in turn lowers corn prices and hurts Stofferahn Farms economically.

**Has your farmland been improved with drain tile? If so, please describe whether you are concerned that pipeline construction may damage and impair the drain tile performance and investment.**

Yes. There are two tiles. At the present time I do not believe the pipeline path will cross the tiles.

**Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to the environment or the inhabitants within the siting area? If so, why?**

Yes. If there is a leak or oil event it will naturally run through the drainage tiles and tributaries that go into West Skunk Creek, Skunk Creek, Sioux River and could affect water aquifers for Sioux Falls and Minnehaha County communities. Bakken oil has been found to be one of the most explosive oils. It has exploded in rail cars and I believe it can do the same in a pipeline. I do not feel comfortable with the pipeline close to my home and place of work. I would not want my children and grandchildren living by a pipeline.

**Do you believe that the Dakota Access Pipeline will substantially impair the health, safety and welfare of the inhabitants of the siting area? If so, why?**

Yes. 570,000 barrels a day, 1440 psi, welded together segments so it is only the matter of where and when the oil events will happen. Will it be in the James River, Sioux River, Missouri River, Mississippi River or next to my home, working place or land? The land would never be able to be put back to the original natural resource it once was and could not probably be farmed. Five Stofferahn families depend on the income from Nortec Seeds so if we were unable to conduct day to day business it would greatly affect the welfare of all the families.

**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against said lawsuit?**

No.

**Has Dakota Access Pipeline made any statements to you that it is a "common carrier" under South Dakota law? If so, please describe.**

Yes. I attended the Hartford Chamber of Commerce meeting where Chuck Frye, Vice-President of Energy Transfer, made a presentation to the chamber on May 21, 2015. He stated that Dakota Access was a public common carrier. I asked him if they were public and not private and he stated that South Dakota recognizes them as a public common carrier. Several times during the presentation he referred to Dakota Access as a public common carrier.

**Has any representative of Dakota Access Pipeline made any statements to you or others that you believe are not true? If so, please explain.**

Yes. At the same Hartford Chamber meeting described in the previous question.

Mr. Frye was asked why they were taking this route for the pipeline being so close to Sioux Falls, a high population area, and not going farther west. His answer was that there would be more landowners to sign easements farther west. From my experience working in the seed business I do not believe this is true.

Mr. Frye was asked where the 4000 jobs for South Dakota would come from. He stated that they were reviewing contracts with different firms to put in the pipeline and the jobs are specialized and unionized. He stated that they would go to the local union places in South Dakota to pick up union workers from there. I do not believe there are many union places in the small towns of South Dakota to fill the temporary jobs quoted.

Mr. Frye was asked about if there was an oil event and oil in drainage tiles going to West Skunk Creek, Skunk Creek and the Sioux River. Mr. Frye stated that they would be able to stop oil in drainage tiles by finding the drainage tile and digging it up. I do not believe that Mr. Frye understands how farm drainage tiles work. Many drainage tiles are connected together to flow to an outlet point. I am not sure how oil could be found in them, how much land would have to be dug up or if they would ever have a plan to replace them if they were dug up before water damage would be done to the land.

Mr. Frye stated that a pipeline will not explode. I do not believe that to be factual.

Mr. Frye stated that the oil pipeline will not affect any property values because there are pipelines in Texas and it hasn't affected their values. I have talked to an auctioneer and three bankers/loan officers which have told me it is a complete unknown at this time. These bankers told me that their institutions are trying to decide if they will want to give a loan to someone who wanted to purchase land with the pipeline on it. Fewer bidders would affect the value of the land. South Dakota in this area has high productive agriculture land while Texas has more rangeland and wasteland.

Dakota Access has been running an advertisement. It states:

"Benefits for South Dakota's Economy

DAPL will bring \$189 million in direct payments to landowners"

The \$189 million estimate is for North Dakota, South Dakota, Iowa and Illinois combined not just South Dakota. In Energy Transfer's own presentation brochure it states income to South Dakota landowners for permanent easements and damages at approximately \$47 million. I believe this is misleading to the citizens of South Dakota.

**Please state any other concerns you have regarding the Dakota Access Pipeline.**

Dakota Access says it is a necessity that the land is needed so they can conduct their business on it. In 30 years they could conceivably make \$25 Billion dollars from this

pipeline over the land yet their offer to us is a minimal one- time payment. There is an argument to be made that our land is a natural resource just like oil so why are we not obtaining a royalty for our land.

I am a life-long resident of South Dakota and have worked along side my husband to grow our family businesses for our children and grandchildren. I am concerned that our land will be taken by eminent domain. I think about what damages and health risks that will be left to my children and grandchildren years from now. Public opinions and reactions can change very quickly on issues. Recently Pope Francis and world leaders are trying to lead us for a better environment. I believe when there is an oil event in South Dakota it will be the future legacy of the present South Dakota government.

SDCL 49-41B-22 Applicant's burden of proof.

(2) The facility will not pose a threat of serious injury to the environment nor to the social and economic condition of inhabitants or expected inhabitants in the siting area;

This paragraph in the above-named statute protects myself and my family from the economic harm that will be caused by Dakota Access pipeline to Nortec Seeds, Inc., and the retirement investment that has been made in our home.

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

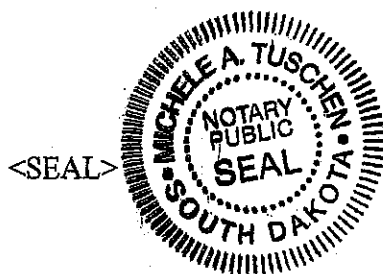
Yes.

**Does that conclude your testimony?**

Yes.

Nancy J. Stopperahn

Subscribed and sworn before me this 29<sup>th</sup> day of June, 2015.



Michele A. Tuschek  
Notary Public - South Dakota  
My Commission Expires: 10-15-17



**Please describe your current farming operations.**

Stofferahn Farms Partnership is owned by four family members and conducts the farming operations. This partnership farms approximately 2800 acres in Minnehaha, McCook and Turner counties in South Dakota. Stofferahn Farms grows soybeans for Nortec Seeds, Inc. to use as seed.

**To the best your knowledge, what area(s) of your property will the Dakota Access Pipeline cross?**

Even though I own the land with my brother, Tom Stofferahn, as tenants in common, Dakota Access has never contacted me by mail, phone or personally. From verbal conversations my brother has had with Dakota Access I understand the pipeline easement will run from north to south through the 118.36 acre land parcel that runs along Highway 38 utilizing approximately 4 acres of tillable crop land. It will run behind my seed business, Nortec Seeds, Inc.

**How close is the pipeline to any building, bin or pen, water source, or farming facilities (i.e., storage area, feedlot, grazing area, etc.)?**

I do not know the exact yardage.

**Please describe any special characteristics of your property and farmland, and/or whether you plan to build any houses, outbuildings, shelter belts, or other structures on your property.**

**Nortec Seeds, Inc.**

In South Dakota the Stofferahn family has been in the seed business for over 40 years that began with my father. In 1998 when my brother and myself purchased the business from our father the location was moved next to my brother's home on Highway 38 in a 60x120 Morton shed that we built. Later the shed became a part of Stofferahn Farms Partnership and we deeded 3.96 acres to the partnership named Tract 1 where the shed sits today. Nortec Seeds, Inc. rents this shed to conduct its business. Beginning in the summer of 2014 before any knowledge of Dakota Access pipeline we began making plans for an expansion. The only available expansion is to the north because the land only goes 30 feet east, to the west there is a slough and to the south Highway 38. The expansion includes a new 60x152 Morton storage shed and another structure to house a soybean cleaning and treatment center with 6 bulk hopper bins. The expansion will include new offices and parking for semis and trucks. To the North of these new structures we plan to have all research and test plots for customer and public viewing. Since we have a unique situation where we own both the land and business we can deed more land to Tract 1 to expand the business location when needed. Without this expansion we feel we cannot be competitive in the seed industry and would have to move to a new location. To find this same excellent location would be costly along with constructing a whole new warehouse facility. At the present time we have not begun any

construction for the expansion because we now know that the pipeline will be behind the location of the business. Without expansion Nortec Seeds could possibly lose millions of dollars in sales over the life of the easement and to relocate would cost hundreds of thousands of dollars.

**118.36 Acre Parcel of Land**

This land was purchased by myself and my brother in 1975. In 45 years of farming we have picked rock and made improvements so that it is a highly productive parcel of agriculture land. It is along Highway 38 where there is continued growth and in the future has the potential for development property. There is one housing eligibility on the land. Because of the liability of the pipeline I believe it will reduce the property value of the land and the housing eligibility.

**Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

The main concern I have is for the liability issues in regard to farming the land, compaction of the soil and whether the land will ever produce. If Stofferahn Farms hits the pipeline while doing normal farming practices is it liable for damages to neighbors or other landowners? Our insurance agent has told us that there is no insurance that we can obtain to cover this liability. The land in question has a mortgage on it for the purchase of other land. Our lending bank has said they will not sign off on the easement. From what I have learned about the proposed easement by Dakota Access there is nothing that addresses their liability for an oil event. From what I heard about the easement from other landowners the entire 118.36 acre parcel legal description is used in the easement not the 50 feet pipeline description. Dakota Access does not sign the easement. Dakota Access has the right to amend the easement to install more 30 inch pipelines on the 50 foot easement.

I have invested in ethanol plants to help with our nation's energy concerns and establish better corn prices. As far as I know the pipeline has no plans to transport ethanol. In fact the oil industry has lobbied for less blending of ethanol which in turn lowers corn prices and hurts Stofferahn Farms economically.

**Has your farmland been improved with drain tile? If so, please describe whether you are concerned that pipeline construction may damage and impair the drain tile performance and investment.**

Yes. There are two tiles. At the present time I do not believe the path of the pipeline will cross these tiles.

**Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to the environment or the inhabitants within the siting area? If so, why?**

Yes. If there is a leak or oil event it will naturally run through the drainage tiles and tributaries that go into West Skunk Creek, Skunk Creek, Sioux River and could affect water aquifers for Sioux Falls and Minnehaha County communities. An oil leak behind our business would make it difficult if not impossible to conduct day to day business activities at Nortec Seeds, Inc.

**Do you believe that the Dakota Access Pipeline will substantially impair the health, safety and welfare of the inhabitants of the siting area? If so, why?**

Yes. 570,000 barrels a day, 1440 psi, welded together segments so it is only the matter of where and when the oil events will happen. If an oil event happens on my land I do not believe it could be farmed. Five Stofferahn families depend on the income from Nortec Seeds, Inc. so if it were closed because of an oil event it would greatly affect the welfare of all the families.

**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against said lawsuit?**

Yes. I was served a Summons and Complaint at my business in March, 2015. This is the first contact that I have ever had with Dakota Access.

No. They have not showed me a permit to survey. Dakota Access in legal documents has defined themselves as a public common carrier but I do not know who gave them this legal authority.

Yes. I have incurred legal fees.

**Has Dakota Access Pipeline made any statements to you that it is a "common carrier" under South Dakota law? If so, please describe.**

In the Complaint for Preliminary Injunction to Provide Survey Access that was served on me they stated in paragraph 3 that they are a common carrier and have the privilege of eminent domain pursuant to SDCL 49-2-12 and 49-7-13.

**Has any representative of Dakota Access Pipeline made any statements to you or others that you believe are not true? If so, please explain.**

Again I have never personally been contacted by a representative of Dakota Access.

**Please state any other concerns you have regarding the Dakota Access Pipeline.**

I am a life-long resident of South Dakota and have been engaged in farming and the seed business for over 40 years. I have worked to grow these businesses for my own financial well being and for my family. I have always supported the State of South Dakota. I am concerned that the State of South Dakota is going to take my land through eminent domain and it would greatly reduce the value of Nortec Seeds, Inc. and the property value of my land. I would like to pass these businesses on to my children and grandchildren. SDCL 49-41B-22 Applicant's burden of proof.

(2) The facility will not pose a threat of serious injury to the environment nor to the social and economic condition of inhabitants or expected inhabitants in the siting area; This paragraph in the above-named statute protects me from the economic harm that will be caused by Dakota Access pipeline to Nortec Seeds, Inc., myself and my family.

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

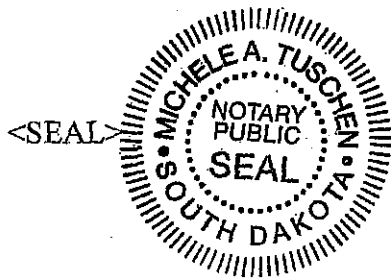
No.

Does that conclude your testimony?

Yes.

Ronald H. Slyff

Subscribed and sworn before me this 29<sup>th</sup> day of June, 2015.



Michele A. Tuschen  
Notary Public - South Dakota  
My Commission Expires: 10-15-17



Seeds, Inc. Both of my sons, my wife, and nephew are employees of Nortec Seeds, Inc. Estate plans have been made for my sons to inherit my ownership in both businesses. Estate plans have been made for my wife to inherit the land and home acreage.

**Please describe your current farming operations.**

Stofferahn Farms Partnership is owned by four family members and conducts the farming operations. This partnership farms approximately 2800 acres in Minnehaha, McCook and Turner counties in South Dakota. Stofferahn Farms grows soybeans for Nortec Seeds, Inc. to use as seed.

**To the best of your knowledge, what area(s) of your property will the Dakota Access Pipeline cross?**

From verbal conversations with Dakota Access contract easement employee, Edwina Scroggins, the pipeline easement will run from north to south through the 118.36 acre land parcel I own with my brother that runs along Highway 38 utilizing approximately 4 acres of tillable crop land. She stated it will run right behind our 3.8 acre acreage where my home is situated that I own with my wife, Nancy Stofferahn, and also right behind our seed business, Nortec Seeds, Inc.

**How close is the pipeline to any building, bin or pen, water source, or farming facilities (i.e., storage area, feedlot, grazing area, etc.)?**

I do not know the exact yardage.

**Please describe any special characteristics of your property and farmland, and/or whether you plan to build any houses, outbuildings, shelter belts, or other structures on your property.**

**Nortec Seeds, Inc.**

In South Dakota the Stofferahn family has been in the seed business for over 40 years that began with my father. In 1998 when my brother and myself purchased the business from our father the location was moved next to my home on Highway 38 in a 60x120 Morton shed that we built. Later the shed became a part of Stofferahn Farms Partnership and we deeded 3.96 acres to the partnership named Tract 1 where the shed sits today. Nortec Seeds, Inc. rents this shed to conduct its business. Beginning in the summer of 2014 before any knowledge of Dakota Access pipeline we began making plans for an expansion. The only available expansion is to the north because the land only goes 30 feet east, to the west there is a slough and to the south Highway 38. The expansion includes a new 60x152 Morton storage shed and another structure to house a soybean cleaning and treatment center with 6 bulk hopper bins. The expansion will include new offices and parking for semis and trucks. To the North of these new structures we plan to have all research and test plots for customer and public viewing. Since we have a unique situation where we own both the land and business we can deed more land to Tract 1 to expand the business location when needed. It is my intention to sell my portion of Nortec

Seeds to my two sons and they will continue to operate the business in the future. Without this expansion we feel we cannot be competitive in the seed industry and would have to move to a new location. To find this same excellent location would be costly along with constructing a whole new warehouse facility. At the present time we have not begun any construction for the expansion because we now know that the pipeline will be behind the location of the business. If my sons do not have the opportunity to expand in 10-30 years then there is no use wasting capital on a South Dakota business that cannot grow. Without expansion Nortec Seeds could possibly lose millions of dollars in sales over the life of the easement and to relocate would cost hundreds of thousands of dollars.

#### **118.36 Acre Parcel of Land**

This land was purchased by myself and my brother in 1975. In 45 years of farming we have picked rock and made improvements so that it is a highly productive parcel of agriculture land. It is along Highway 38 where there is continued growth and in the future has the potential for development property. There is one housing eligibility on the land. My son had plans this year to use the housing eligibility to build a home on an acreage near where the pipeline is entering the land to the north. Of course that will no longer be a possibility. Because of the liability of the pipeline I believe it will reduce the property value of the land and the housing eligibility.

#### **3.8 Acreage with Home, 66x99 Morton Shed and Shelter Belt**

My wife and I built this home on the acreage in 1980 on Highway 38. In July, 2014, we started a renovation of the home before any knowledge of the pipeline. We put in a large amount of our retirement money for this project treating it as an investment. The renovation included new roof, steel shingles, new siding and windows, and brick-stone front with pillars. The inside was completely gutted and redone with solid wood floors, larger rooms, granite counters, stone archway to the kitchen. It has a two tier landscaping to the east and north, stamped concrete patios and there is a 66x99 Morton shed behind the house. Because of the good location we believed this would be a good investment. Now common sense is telling us who would ever want to buy a high-end home and acreage with a pipeline behind it and we are afraid that our retirement money will be lost.

#### **Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

The main concern I have is for the liability issues in regard to farming the land, compaction of the soil and whether the land will ever produce. If Stofferahn Farms hits the pipeline while doing normal farming practices is it liable for damages to neighbors or other landowners? Our insurance agent has told us that there is no insurance that we can obtain to cover this liability. The land in question has a mortgage on it for the purchase of other land. Our lending bank has said they will not sign off on the easement. From what I have learned about the proposed easement by Dakota Access there is nothing that addresses their liability for an oil event. From what I heard on the easement from other landowners the entire 118.36 acre parcel legal description is used on the easement not the 50 feet pipeline description. Dakota Access does not sign the easement. Dakota Access has the right to amend the easement to install more 30 inch pipelines on the 50 foot easement.

I have invested in ethanol plants to help with our nation's energy concerns and establish better corn prices. As far as I know the pipeline has no plans to transport ethanol. In fact

the oil industry has lobbied for less blending of ethanol which in turn lowers corn prices and hurts Stofferahn Farms economically.

**Has your farmland been improved with drain tile? If so, please describe whether you are concerned that pipeline construction may damage and impair the drain tile performance and investment.**

Yes. There are two lines. At the present time I do not believe the pipeline path will cross the tiles.

**Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to the environment or the inhabitants within the siting area? If so, why?**

Yes. If there is a leak or oil event it will naturally run through the drainage tiles and tributaries that go into West Skunk Creek, Skunk Creek, Sioux River and could affect water aquifers for Sioux Falls and Minnehaha County communities. Bakken oil has been found to be explosive when transporting by rail and there is nothing I have seen to prove that it will any different in a pipeline. In my opinion residing or working near the pipeline has an increased safety risk.

**Do you believe that the Dakota Access Pipeline will substantially impair the health, safety and welfare of the inhabitants of the siting area? If so, why?**

Yes. There is a saying that when you pour cement it is not whether if it will crack but when. I believe the same saying can be applied to pipelines. 570,000 barrels a day, 1440 psi, welded together segments so it is only the matter of where and when the oil events will happen. Will it be in the James River, Sioux River, Missouri River, Mississippi River or on my land? The land would never be able to be put back to the original natural resource it once was and could probably not be farmed. Five Stofferahn families depend on the income from Nortec Seeds so if we were unable to conduct business it would greatly affect the welfare of all the families.

**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against said lawsuit?**

Yes. I was served a Summons and Complaint at my business in March, 2015.

No. They have not showed me a permit to survey. Dakota Access in legal documents has defined themselves as a public common carrier but I do not know who gave them this legal authority.

Yes. I have incurred legal fees.

**Has Dakota Access Pipeline made any statements to you that it is a "common carrier" under South Dakota law? If so, please describe.**

In the Complaint for Preliminary Injunction to Provide Survey Access that was served on me they stated in paragraph 3 that they are a common carrier and have the privilege of eminent domain pursuant to SDCL 49-2-12 and 49-7-13.

**Please state any other concerns you have regarding the Dakota Access Pipeline.**

I am a life-long resident of South Dakota and have been engaged in farming and the seed business for about 45 years. I have worked to grow these businesses for my own financial well being and for my family. I have always supported the State of South Dakota. I am concerned that the State of South Dakota is going to take my land through eminent domain and I will lose everything I have worked for my entire life to develop these businesses into what they are today. I would like to pass them on to my children and grandchildren.

SDCL 49-41B-22 Applicant's burden of proof.

(2) The facility will not pose a threat of serious injury to the environment nor to the social and economic condition of inhabitants or expected inhabitants in the siting area;

This paragraph in the above-named statute protects me from the economic harm that will be caused by Dakota Access pipeline to Nortec Seeds, Inc., myself and my family.

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

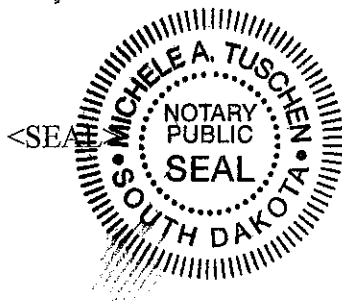
Yes.

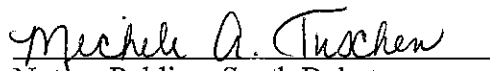
**Does that conclude your testimony?**

Yes.



Subscribed and sworn before me this 29<sup>th</sup> day of June, 2015.



  
Notary Public – South Dakota  
My Commission Expires: 10-15-17

**PRE-FILED TESTIMONY OF  
BRIAN TOP**

16 implementing best management practices in the Big Sioux River watershed. I work on  
17 wetland identification and regulations, ensuring that my clients remain in compliance  
18 with local, State and Federal regulations while still improving water management on their  
19 land. I also assist the City of Sioux Falls with their Nutrient Management planning by  
20 identifying suitable fields and taking soil samples for the Cities BioSolid application  
21 program.

22 During 2011 and 2012, I worked for Hefty Seed Company as a Soil Improvement  
23 Specialist. I identified wetlands and designed water management plans while ensuring  
24 compliance with regulations. I worked with agronomists and researchers on various  
25 projects and spoke at various company events and seminars.

26 Between 1986 and 2011, I was the District Conservationist for the US Department  
27 of Agriculture -- Natural Resources Conservation Service in the Minnehaha County  
28 office. I supervised 4-6 employees and implemented all USDA conservation programs  
29 including the CRP (Conservation Reserve Program) and WRP (Wetland Reserve  
30 Program). I was responsible for wetland and highly erodible land compliance  
31 requirements. I implemented USDA cost share programs such as the EQIP  
32 (Environmental Quality Incentive Program). I gained extensive field knowledge  
33 regarding soils and plant resources, and gave recommendations on cover crops, weed  
34 control and native plant establishment. I worked with Minnehaha County Planning and  
35 Zoning office to ensure that the County Drainage Ordinance was implemented well.

36 My education in these fields began at South Dakota State University, where I  
37 earned a Bachelor of Science degree in 1982, with an emphasis in soils and chemistry.

38 During my professional career, I have become familiar with farmland irrigation  
39 and drainage tile systems in eastern South Dakota. Specifically, I have accumulated

40 practical knowledge regarding the older drainage tile systems, such as clay or concrete  
41 systems which are found in eastern South Dakota, as well as implementation of modern  
42 plastic tile systems and their effects.

43  
44 **What is the purpose of your testimony?**

45 My clients are concerned with the subsequent condition of their farmland where  
46 the pipeline may be installed. The primary purpose of my testimony is to provide an  
47 opinion regarding drainage and crop productivity issues that may be experienced upon  
48 installation of the crude oil pipeline under cropland. Other agricultural-related issues  
49 may also be addressed in my testimony.

50  
51 **What Dakota Access or PUC case documents have you reviewed to prepare for this**  
52 **testimony?**

53 I have reviewed: (1) Dakota Access, LLC ("Dakota Access") South Dakota PUC  
54 Crude Oil Pipeline Application dated December 2014, as amended, and Exhibits thereto,  
55 including the Agricultural Impact Mitigation Plan - Section 6 (the "Application"); (2)  
56 Dakota Access' Answers to Peggy Hoogestraat's Interrogatories dated May 11, 2015; (3)  
57 Transcripts of public input hearings at Bowdle, Redfield, Iroquois, and Sioux Falls, South  
58 Dakota ("Public Hearing Transcripts"); and (4) Various other documents available on the  
59 PUC website for this matter. I have also met with Dakota Access Right-Of-Way  
60 Manager Susan Bergman and visited about the details of the pipeline installation.

62 **Please describe your professional experience regarding farmland drainage tile, both**  
63 **clay/concrete systems and modern plastic systems in Minnehaha County, Lincoln**  
64 **County or elsewhere.**

65 Plastic tile was installed on our family farm in 1971. My extensive professional  
66 experience with modern tile systems began in 1982 while working for the United States  
67 Department of Agriculture. We designed and helped install drainage tile in conjunction  
68 with other conservation practices such as waterways and terraces. Beginning in 1986 I  
69 was responsible for implementing the Conservation Compliance requirements of the 1985  
70 Farm Bill. One of the key provisions of the Farm Bill was limiting any new drainage of  
71 areas which USDA classified as wetlands. I was responsible for determining what areas  
72 were deemed as wetlands, along with what drainage work was acceptable while  
73 remaining eligibility for USDA program benefits. Maintenance of existing tile systems  
74 was an important concern, and therefore I looked at a large number of old clay and  
75 concrete tile systems which needed to be maintained. I was responsible for these  
76 provisions until I left USDA in 2011. At that time, I became employed with Hefty Seed  
77 Company. I continued to work with wetland identification and installation of drain tile  
78 systems, primarily for customers of Hefty Seed Company. In 2012 I began working as a  
79 private consultant doing similar work for my independent clients, which I have continued  
80 until the present. My emphasis has shifted to the mitigation of impacted wetlands by  
81 creating or restoring wetlands within the same watershed. I also am contracted by the  
82 Minnehaha Conservation District to work with their customers by helping install other  
83 conservation practices.

86  
87 **With respect to clay/concrete drainage tile systems in Minnehaha or Lincoln**  
88 **Counties, please describe any concerns you have regarding: (1) the excavating and**  
89 **removal of such drainage facilities; (2) the proposed depth of the pipeline; (3) the**  
90 **replacement of such drainage facilities; (4) the subsequent integrity and**  
91 **performance of such drainage facilities; (5) the damages and expenses a landowner**  
92 **may incur as a result of non-performing drainage tile after pipeline installation; and**  
93 **(4) other concerns regarding disturbance of such drainage facilities.**

94         The excavation of old clay/concrete tile systems brings up several areas of  
95 concern. First of which is landowners are often unaware that these old systems exist.  
96 Many of these tile lines were installed but were never recorded. We do not know where  
97 they were installed or how extensive they are, so my first concern is that we are able to  
98 find all the tile lines that are damaged by the construction.

99  
100 These old tile lines are often fragile. I have frequently seen clay tile which only had the  
101 bottom one half of the original still in place. The upper portion of the tile pieces has been  
102 dissolved by the surrounding soil, while the lower portion was protected from this by the  
103 flowing water. Obviously, it will be more difficult to repair these lines because of their  
104 fragile status.

105  
106 The proposed depth of the pipeline along with the 24 inch (which is indicated in the  
107 verbage, although a 12 inch setback is indicated in the diagram in appendix A...) setback  
108 from the pipeline will make it very difficult to repair these lines to a functional system. A  
109 majority of the clay tile was placed at a depth of 30-48 inches, but I have witnessed it

110 being located at the ground surface (due to erosion) and I have also seen lines 15 feet  
111 deep. The proposed 30 inch pipeline will be placed a minimum of 48 inches deep  
112 according to Ms. Bergman. In that scenario with a 24 inch setback, the tile line would  
113 need to be less than 2 feet deep if placed above the pipeline, and more than 8.5 feet deep  
114 if placed below the pipeline. The chances of this tile system being a fully functioning  
115 system is very small.

116  
117 The integrity of the tile line repair is a concern. DAPL recognizes that there will be  
118 settlement of soil material around the pipeline, and they are correct. That also means the  
119 corresponding tile repair will settle and the tile system may fail or function at a reduced  
120 capacity. A "tile bridge" will help (but not guarantee) that this settlement will not  
121 happen, and the cost of a tile bridge is estimated at \$1200.00 per site. The contractor may  
122 try to avoid using these costly bridges in order to save money, but they should be  
123 required at all repaired sites.

124  
125 The cost to a landowner if the tile line does not function could be significant. Some  
126 systems may service many acres of land and the land could possibly be located on  
127 multiple farms. An example would be if a tile system servicing 50 acres of land would  
128 fail, and subsequently these 50 acres were to drown out and be a complete loss, the cost  
129 of losing that crop on 50 acres is estimated to be \$40,000.00 at today's crop prices. Some  
130 systems service areas much larger than 50 acres, so the yearly cost of the system failing is  
131 very significant.

133 With respect to modern plastic drainage tile systems in Minnehaha or Lincoln  
134 Counties, please describe any concerns you have regarding: (1) the excavating and  
135 removal of such drainage facilities; (2) the proposed depth of the pipeline; (3) the  
136 replacement of such drainage facilities; (4) the subsequent integrity and  
137 performance of such drainage facilities; (5) the damages and expenses a landowner  
138 may incur as a result of non-performing drainage tile after pipeline installation; and  
139 (4) other concerns regarding disturbance of such drainage facilities.

140  
141 Modern plastic tile which has been installed within the last 50 years is not as  
142 fragile as the older clay/cement tile discussed in the previous question, but some of same  
143 concerns persist. The rerouting of these lines could be difficult if the pipeline prohibits  
144 the option of splicing within the same route.

145  
146 The repairs of these lines will be easier and have a higher chance of success, but the  
147 concerns about the fill around the tile lines settling is still a large concern. Therefore, a  
148 tile bridge should also be used when these lines are damaged and subsequently repaired.

149  
150 Again, the cost of these tile lines not functioning well is very high. With gross sales from  
151 an acre of cropland calculated at \$800.00/acre, a large tile system which is not  
152 functioning well can significantly damage a farmer's income.

153  
154 Related to this concern is the restrictions on future tile drainage systems. DAPL has  
155 indicated that they will try to accommodate any future tile systems that are planned. This  
156 is not easily attainable. Landowners do not know where these systems will be installed or

157 at what depth they will need to be installed at. In order to accurately get this information,  
158 landowners would need to complete expensive tile system surveys and designs. It is not  
159 realistic that this can be accomplished prior to the pipeline being designed and installed,  
160 therefore any future tile drainage systems would be severely restricted by the pipelines  
161 route, elevation, and easement.

162  
163 **Please describe your professional experience regarding soil removal, replacement,**  
164 **and compaction, in Minnehaha County, Lincoln County or elsewhere, with regard**  
165 **to installation of underground utility facilities.**

166 I have personally witnessed and installed many land disturbing projects. These  
167 have involved utilities, conservation practices, tile installation and other activities.

168  
169 **Please describe your primary concerns about soil removal and replacement relating**  
170 **to pipeline installation in Minnehaha or Lincoln Counties.**

171 Soil in this area has been formed over thousands of years since the last glaciers  
172 receded. In general, there is eight to fourteen inches of topsoil, but certain areas could  
173 have more or less. This topsoil is vital to productivity due to its high levels of organic  
174 matter, nutrients, michorizae, fungi, bacteria and other organisms critical to plant growth.

175 The mixing of these plant growth factors will have a negative effect on plant growth,  
176 although it will be temporary since good quality topsoil is very adaptable. DAPL states  
177 an intention of stockpiling the topsoil and replacing eight to twelve inches after the  
178 pipeline is installed. This process needs to be done in a careful manner in order for the  
179 land to recover as soon as feasible, and carefully monitored by the landlord.

181 Another critical concern is the mixing of the soil below the topsoil commonly referred to  
182 as subsoil. This too was formed over thousands of years and has large and small pores  
183 which allow water to percolate down into the soil profile. These pores will be destroyed  
184 during construction and it will take many years to rebuild them through plant root and  
185 earthworm activities. The parent material which was left by the glaciers is often very  
186 restrictive to water movement, and is sometimes relatively shallow in the soil profile.  
187 This material will be mixed in with the other subsoil and cause issues with plant growth  
188 and compaction after the pipeline is installed.

189  
190 I am not implying that these disturbed areas will never be productive again, but it will  
191 take a long time. To imply that they will be back into full production after three growing  
192 seasons is unrealistic. My professional opinion is that it will take at least 10 years and  
193 possibly much longer for these sites to return to full production. The length of time will  
194 vary with site and soil conditions.

195  
196 **Please describe your primary concerns about soil compaction relating to pipeline**  
197 **installation in Minnehaha or Lincoln Counties.**

198 Compaction will be significant with the heavy equipment, especially when  
199 working in wet areas. DAPL plans on mitigating for this by deep tillage, but the damage  
200 to the soil structure will not be repaired with a few passes with a deep tilling machine.  
201 Resolving this will take many years of freezing and thawing along with the plant roots  
202 and earthworms to slowly offset the damage done by compaction. University studies  
203 indicate that negative impacts from compaction can last twenty or more years.

205 **With regard to crop yield and productivity on land which will be excavated and**  
206 **replaced above the pipeline (i.e., pipeline easement areas), is it your opinion that**  
207 **crop yield will be diminished? If so, (1) describe the factors associated with lost**  
208 **yield during the first 3 years after pipeline installation; (2) describe the factors**  
209 **associated with lost yield beyond the first 3 years after pipeline installation.**

210 See the previous two answers. In general, there will be diminished production on  
211 these areas for approximately ten years, but the length will vary greatly with site  
212 conditions. Some sites may be back to full production after three years, and some sites  
213 may never return to there former level of production.

214  
215 **Are you concerned that the heat generated by the pipeline (i.e., transporting 62-**  
216 **degree crude oil) will negatively impact the soil or crop yield in the easement area?**  
217 **If so, please explain in detail.**

218 I have concerns about insects and diseases which could survive the winter in the  
219 area, which would normally not be able to survive, but are allowed to do so because of  
220 this change in the micro-climate surrounding the pipe. I do not feel completely qualified  
221 to answer this question.

222  
223 **Would you expect that cost of farming expenses (inputs, cultivation, etc.) relating to**  
224 **the easement area will higher than non-easement areas? If so, please explain in**  
225 **detail.**

226 Yes. The disturbed areas will need to have higher levels of organic matter and  
227 nutrients applied. These inputs may be expensive and difficult to obtain for some

228 producers. There will be a need for additional tillage to try reduce the damage from  
229 compaction.

230  
231 **With regard to grazing areas or feed lots, do you have any concerns regarding the**  
232 **depth of the pipeline or any negative impact the pipeline easement area would have**  
233 **on such land uses?**

234 Native grass roots can extend fifteen feet or more into the ground, and the  
235 pipeline will obviously disturb this root system and limit the species which will be  
236 available to revegetate. Therefore, species may not match the existing ecosystem.

237  
238 There will be restrictions on any permanent structures and tree plantings in the Right of  
239 Way area, which will affect future land use and shelterbelt establishment.

240  
241 Feedlots will have to be avoided in the Right of Way. There is extensive disturbance,  
242 excavations and heavy equipment traffic associated with a feedlot and therefore this land  
243 use will not be allowed within the project area. This is another restriction on future land  
244 use.

245  
246 **In the event of an oil release event (leak or spill) underneath or upon crop land,**  
247 **please describe the long-term impact on the ability to farm such land and related**  
248 **crop yield.**

249 I was a member of the task force to assess damages following the Williams  
250 Pipeline leak near Renner South Dakota in the early 1990s. Tens of thousands of gallons  
251 of gasoline were recovered, but many acres of land still contained contaminated soil. The

252 South Dakota Department of Environment and Natural Resources approved "farming"  
253 the contaminants out of the soil by frequently tilling the soil and allowing the  
254 contaminants to evaporate. This process was done for several years with no crop  
255 production in these areas. Eventually, an attempt was made to begin growing crops  
256 which would return organic matter to the soil and allow the plant roots to form pores for  
257 water to infiltrate. After many years, the restoration of this area was declared a success,  
258 although I speculate that it is far from being completely restored twenty plus years later.  
259

260 **Please state any other concerns you have regarding the Dakota Access Pipeline.**

261 I assume that the trench will need to be dewatered during construction to prevent  
262 the pipe from floating. This dewatering could overwhelm existing drainage patterns with  
263 this additional water.  
264

265 **Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to**  
266 **the environment or the inhabitants within the siting area? If so, why?**

267 Yes. The environment within the siting area will be seriously impacted by the  
268 long-lasting effects of construction and permanently injured in case of a leak of spill.  
269

270 **Do you believe that the Dakota Access Pipeline will substantially impair the health,**  
271 **safety and welfare of the inhabitants of the siting area? If so, why?**

272 Yes. The welfare/economic impact will be substantially impaired in the manner  
273 set forth above.  
274

275 Would you be available to present testimony and respond to questions during the  
276 formal hearing scheduled for September 29 through October 8, 2015?

277 Yes.

278  
279 Does that conclude your testimony?

280 Yes.

281  
282 Brian Top  
283 Brian Top  
284

285 Subscribed and sworn before me this 2<sup>nd</sup> day of July, 2015.  
286  
287

288 Alyssa Abbott  
289 Notary Public – South Dakota  
290 My Commission Expires: 7/13/17  
291  
292  
293



**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

HP14-002

**PRE-FILED TESTIMONY OF  
Corliss Faye Wiebers**

STATE OF SOUTH DAKOTA )

:SS

COUNTY OF Lincoln

Corliss Faye Wiebers, being first duly sworn on his/her oath, deposes and states as follows:

**Please state your name and address.**

**Corliss Faye Wiebers**

607 S Elm St PO Box 256

Lennox, SD 57039

**How are you involved with the Dakota Access Pipeline project?**

I am a landowner in Lincoln County, South Dakota affected by the proposed Dakota Access Pipeline.

**Please describe the history of your family's land ownership, and whether farming will be continued by younger generations.**

4/26/1883 Land was Homesteaded by Philip Eichhorn. He was given a Patent (deed) September, 1887.

4-16-1896 sold to Paul Nichel for \$1800.

2/28/1920 Quit claim deed from Rose (daughter of Paul and Sophia Nichel) & Milo Hoffman to Sophia Nichel.

**EXHIBIT**

I 24  
014393

4/23/1923 Sophia Nichel sold to Gilbert Schoffelman for \$18,000. \$112.50 per acre –

8-1-1930 Upon Gilbert's death distribution to heirs in 1931 – Dora (wife) 1/3 and to children remaining 2/3 rds (John, Hilda, Aldrich, Henry, Elmer, Laura, Esther)

10-27-1947 Dora Schoffelman sold 1.02 acres (Lot H1) to the state of South Dakota for roads.

4-23-1959 Upon Elmer's death his share was conveyed to his mother (Dora).

6/11/1959 John Schoffelman purchased from his siblings and his mother for \$37,840 - \$236.50 per acre.

12/4/1959 – John added Leona's name

5/18/2004 – termination of Leona's name on deed due to death

3/23/2004 – John deeded to children - Janice Petterson, Mavis Parry, Linda Goulet, Corliss Wiebers, Shirley Oltnanns, Marilyn Murray & Kevin Schoffelman w/John having Life Estate

4/13/2012 – Termination of John's Life Estate

The question of whether farming will be continued by future generations remains to be determined.

Tillable acres will probably continue to be leased for row-crop farming and pasture acres for cash rent for several years. However discussions have taken place for development of the land starting with the 3 building eligibilities.

**Please describe your current farming operations.**

The tillable acres are farmed by Jerry and Bill Crevier and the pasture is rented by Scott

Daggett.

**To the best your knowledge, what area(s) of your property will the Dakota Access**

**Pipeline cross?**

Based on the most recent maps by Dakota Access and flags placed in the road ditch, the pipeline would enter the NW corner going to the SE corner cutting diagonally across the entire farm. This area includes crop production land as well as pasture.

**How close is the pipeline to any building, bin or pen, water source, or farming facilities (i.e., storage area, feedlot, grazing area, etc.)?**

Approximately 300 yards to the nearest building and 340 yards to the well.

It is planned to go under the creek which drains the watershed NW of Tea and flows into the Sioux River.

The pipeline would cross the easement held by South Lincoln Rural Water.

As stated previously it would cross the grazing area.

**Please describe any special characteristics of your property and farmland, and/or whether you plan to build any houses, outbuildings, shelter belts, or other structures on your property.**

The land is drain tiled, some of which is clay.

Open Waterway ditch running south on east side of property.

It currently has 3 housing eligibilities with potential for additional future longer term development since Highway 17 runs on the west side of the property.

**Please describe which of your farming operations or other land uses will be impaired by the Dakota Access Pipeline and how they will be impaired.**

Initially, no access for daily operations on cropland on south half of property. Natural waterways blocked and would need to be reconstructed. The tillable acres won't produce the same and the quality of the pasture will be impaired.

Future development potential diminished due to restrictions of building on pipeline and lack of desire for homeowners to live near pipeline. There is currently an existing housing development ½ mile NE of our farm, located outside of the City of Tea as well as a second development planned (zoning has been changed to agriculture/residential) ½ mile directly north of our farm. These developments are outside of the City of Tea growth plan. Just because a particular city doesn't have these affected areas in their growth plan, doesn't mean they won't be developed — unless of course pipeline easements restrict the development.

**Has your farmland been improved with drain tile? If so, please describe whether you are concerned that pipeline construction may damage and impair the drain tile performance and investment.**

Yes, it has been drain tiled and parts of it are clay tile. I am concerned that the tile may crumble by excavating the ground near it, construction equipment going over it or by additional underground pressure from settling afterwards.

**Do you believe that the Dakota Access Pipeline will pose a threat of serious injury to the environment or the inhabitants within the siting area? If so, why?**

Yes. Ruptures, oil leaks, environmental damages in the future. As steward of the land our obligation is also for future generations.

In February, the Wall Street Journal compared oil from 86 locations around the world and found Bakken crude oil to be the most explosive. This was introduced December 11, 2014 in the Assembly Resolution No 191 State of New Jersey 216<sup>th</sup> Legislature.

**Do you believe that the Dakota Access Pipeline will substantially impair the health, safety and welfare of the inhabitants of the siting area? If so, why?**

Watershed damage as East Beaver Creek drains the Watershed North and West of Tea and flows through our farm, eventually into the Big Sioux River and then the Missouri.

Will eliminate the potential for future development due to people not wanting to reside near an oil pipeline.

**Have you been sued by Dakota Access Pipeline to compel court ordered access to your land? If so, (1) Has Dakota Access Pipeline provided you any legal authority (i.e., state statute) supporting its claim that you have no right to exclude Dakota Access from your land at the time of said lawsuit? and (2) Have you incurred legal fees in defending against this lawsuit?**

Yes- I have been sued.

No- Dakota Access has not provided any legal authority (state statute).

Yes- I have incurred legal fees.

**Please state any other concerns you have regarding the Dakota Access Pipeline.**

The fact that their plan is to run the pipeline through Minnehaha and Lincoln county shows total disregard for the welfare of our state, it's inhabitants and the future development in this area. I'm concerned it will lower my property value. Their only concern seems to be what money they can save using the shortest direct route without a thought of the short and long term loss for the landowners.

**Would you be available to present testimony and respond to questions during the formal hearing scheduled for September 29 through October 8, 2015?**

No.

**Does that conclude your testimony?**

Yes.

Earliss Wiebers

Subscribed and sworn before me this 19 day of June, 2015.



Dawn Reif  
Notary Public - South Dakota  
My Commission Expires: 3/13/19



**DAKOTA ACCESS PIPELINE**  
An ENERGY TRANSFER Company

September 12, 2015

Peggy A. Hoogestraat Rev Trust  
Peggy A. Hoogestraat Trustee  
27575 462 Avenue  
Chancellor, SD 57015

**Re: FINAL OFFER LETTER**

Dear Peggy A. Hoogestraat:

A Dakota Access, LLC acquisition agent has attempted to negotiate the purchase of an easement across your property in Minnehaha County, in order to construct a pipeline. Because we have not been able to successfully conclude our negotiation with you, we are faced with the possibility of filing a condemnation action to acquire the easement over your property in order to construct a thirty inch (30") pipeline.

The terms are set out in the easement document that was provided to you and which we have again included with this letter. The easement exhibit contains a parcel drawing that shows the location of the easement on your property. The parcel drawing and the reflected route will be contingent upon survey data accumulated once survey is complete on the subject property and maybe revised if necessary based on the findings, if any.

This letter is the last written offer of compensation in the amount of \$[REDACTED] as total payment to be distributed to all interests (landowner and tenant) to obtain the easement as described in the enclosed easement document. Given the circumstances, we believe that our offer is fair and equitable, and ask that you give it full consideration. We are hopeful that we will be able to conclude this transaction and avoid condemnation.

We therefore, respectfully ask that you consider and accept our final offer of [REDACTED] times your percentage ownership interest, as total payment for the requested easement. If you accept this offer, please contact us so that the transaction can be completed.

We want to emphasize that the condemnation process is being started now so that Dakota Access, LLC will be able to meet time constraints necessary to begin construction. As always, Dakota Access, LLC wants to work with you in order to reach an acceptable agreement through negotiation.

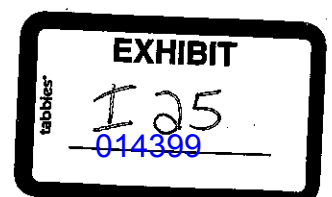
Thank you for your immediate response and we look forward to working with you toward an amicable agreement. If you have any questions, please contact ROW Manager Susan Bergman at 281-744-8210.

Sincerely,

Micah Rorie  
Dakota Access, LLC  
Senior Manager-Land & Right of Way

Enclosures

cc: Daniel J. Hyvl  
Robert Rose  
Brett Koenecke  
Glen J. Boomsma



STATE OF SOUTH DAKOTA     )  
  :SS  
COUNTY OF LINCOLN         )

IN CIRCUIT COURT  
  
SECOND JUDICIAL CIRCUIT

DAKOTA ACCESS, LLC,

Plaintiff,

vs.

JOHN STRATMEYER, JOYCE  
STRATMEYER, ALLEN STRATMEYER,  
STEVE STRATMEYER, JANICE E.  
PETTERSON, MAVIS A. PARRY, LINDA  
A. GOULET, CORLISS F. WIEBERS,  
SHIRLEY M. OLTMANNS, MARILYN J.  
MURRAY, KEVIN J. SCHOFFELMAN,  
LEROY FETT, DORIS W. FETT, DONALD  
M. KLAASSEN, AND KATHERINE A.  
KLAASSEN,

Defendants.

Civ. 15-138

**ORDER GRANTING MOTION TO  
DISMISS AND DENYING MOTION FOR  
PRELIMINARY INJUNCTION**

This matter came before the Court on August 13, 2015, in the Lincoln County Courthouse in Canton, South Dakota; and the Plaintiff having appeared by and through its attorneys of record, Brett Koenecke and Justin L. Bell of May, Adam, Gerdes and Thompson, LLP and Defendants Janice E. Petterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltmanns, Marilyn J. Murray, Kevin J. Schoffelman, Leroy Fett, Doris W. Fett, Donald M. Klaassen, and Katherine A. Klaassen having appeared by and through their attorney of record David L. Edwards of Breit Law Office, P.C.; and the parties having fully briefed the matter and the Court having heard the arguments of counsel, examined the pleadings and other evidence which have been made a part of the record, and the Court being fully advised in the premises; now, therefore,

STATE OF SOUTH DAKOTA } ss.  
LINCOLN COUNTY }  
I hereby certify that the foregoing  
instrument is a true and correct copy  
of the original as the same appears  
on record in my office.

SEP 28 2015

Clerk of Courts, Lincoln County

By *David L. Edwards* Deputy

**FILED**  
SEP - 2 2015  
Lincoln County, S.D.  
Clerk Circuit Court

**EXHIBIT**

*T 26*  
014400

CN 15-138

IT IS HEREBY ORDERED, that Defendants Leroy Fett and Doris W. Fett's Motion to

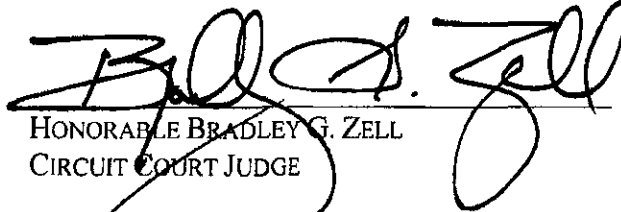
Dismiss is granted;

FURTHER ORDERED, that Plaintiff Dakota Access, LLC's Motion for Preliminary

Injunction is denied.

Dated this 1st day of September, 2015.

BY THE COURT:

  
HONORABLE BRADLEY G. ZELL  
CIRCUIT COURT JUDGE

ATTEST: **KRISTIE TORGERSON**  
LINCOLN COUNTY CLERK OF COURTS

By: Karen Nelson  
Deputy

[SEAL]



STATE OF SOUTH DAKOTA )  
 )  
COUNTY OF LINCOLN )

IN CIRCUIT COURT  
SECOND JUDICIAL CIRCUIT

DAKOTA ACCESS, LLC,

Plaintiff,

vs.

JOHN STRATMEYER, JOYCE  
STRATMEYER, ALLEN STRATMEYER,  
STEVE STRATMEYER, JANICE E.  
PETTERSON, MAVIS A. PARRY, LINDA  
A. GOULET, CORLISS F. WIEBERS,  
SHIRLEY M. OLTMANNS, MARILYN J.  
MURRAY, KEVIN J. SCHOFFELMAN,  
LEROY FETT, DORIS W. FETT, DONALD  
M. KLAASSEN, AND KATHERINE A.  
KLAASSEN,

Defendants.

Civ. 15-138

**PROPOSED FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

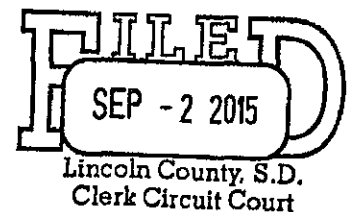
This matter came before the Court on August 13, 2015, in the Lincoln County Courthouse in Canton, South Dakota; and the Plaintiff having appeared by and through its attorneys of record, Brett Koenecke and Justin L. Bell of May, Adam, Gerdes and Thompson, LLP and Defendants Janice E. Petterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltmanns, Marilyn J. Murray, Kevin J. Schoffelman, Leroy Fett, Doris W. Fett, Donald M. Klaassen, and Katherine A. Klaassen having appeared by and through their attorney of record David L. Edwards of Breit Law Office, P.C.; and the parties having fully briefed the matter and the Court having heard the arguments of counsel, examined the pleadings and other evidence which have been made a part of the record, and the Court being

STATE OF SOUTH DAKOTA )  
 )  
LINCOLN COUNTY ) ss.  
I hereby certify that the foregoing  
instrument is a true and correct copy  
of the original as the same appears  
on record in my office.

SEP 2 8 2015

Clerk of Courts, Lincoln County

By Julie K. Hargis Deputy



014402

## FINDINGS OF FACT

1. Plaintiff Dakota Access, LLC ("Dakota Access") proposes to construct a crude oil pipeline through several South Dakota counties, including Lincoln County (the "Dakota Access Pipeline"). Dakota Access filed an application with the South Dakota Public Utilities Commission (the "PUC") for the project on December 15, 2014.

2. Defendants own or are otherwise in possession of land in Lincoln County that is proposed to be crossed by the Dakota Access Pipeline.

3. Dakota Access alleges in its Complaint that "it is common carrier as defined by South Dakota and federal law and has the privilege of eminent domain pursuant to SDCL §§ 49-2-12 and 49-7-13." *Complaint* at ¶3.

4. Dakota Access further alleges that "Inherent in Dakota Access's privilege of eminent domain in the right to access property for survey purposes before condemnation." *Id.* at ¶4.

5. The PUC will conduct a hearing regarding Dakota Access' permit application beginning September 29, 2015.

6. Dakota Access has evaluated the proposed pipeline route according to local, state and federal rules and regulations that govern pipelines. *Affidavit of Micah T. Rorie in Support of Motion for Preliminary Injunction* dated June 17, 2015, at ¶¶5-8. During this evaluation, Dakota Access utilized a geographic information system ("GIS"), publicly available environmental and demographic data, soil and topographic conditions, location of public utilities, public properties or lands, and also evaluated environmental considerations such as wetlands, streams and rivers, threatened and endangered species, cultural resources, agricultural lands, drainage features and unique land uses or land features. *Id.* Dakota Access has also driven, walked, surveyed and flown

the proposed route to avoid as many physical land features and constraints as possible. *Id.* Dakota Access has completed the vast majority of the civil and environmental surveys along the proposed route. *Id.*

7. Defendants have refused to allow Dakota Access entrance upon their land to begin surveys on their property.

8. Plaintiff has moved the Court for preliminary injunction to prohibit Defendants from refusing Dakota Access entry upon their land.

9. Defendants Leroy and Doris Fett moved to dismiss Complaint based on lack of subject matter jurisdiction inasmuch as Dakota Access does not yet have a permit from the PUC.

10. Defendants Janice E. Petterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltmanns, Marilyn J. Murray and Kevin J. Schoffelman opposed the Plaintiff's motion by filing their Reply Brief in Opposition to Plaintiff's Motion for Preliminary Injunction

### CONCLUSIONS OF LAW

1. Proceedings to take private property by condemnation are special in character and must be conducted in strict accordance with governing statutes. *Lewis & Clark Rural Water Sys. v. Seeba*, 709 NW2d 824, 838 (SD 2006)(citing *Ehlers v. Jones*, 135 NW2d 22 (SD 1965).

2. Article 6, §13 of the South Dakota Constitution provides "Private property shall not be taken for public use, or damaged, without just compensation, which will be determined according to the legal procedure established by the Legislature and according to §6 of this article[.]"

3. Pursuant to SDCL §49-41B-1, the South Dakota Legislature has found that it is a necessity to require a permit for energy conversion or transmission facilities. That statute provides in full:

The Legislature finds that energy development in South Dakota and the Northern Great Plains significantly affects the welfare of the population, the environmental quality, the location and growth of industry, and the use of the natural resources of the state. The Legislature also finds that by assuming permit authority, that the state must also ensure that these facilities are constructed in an orderly and timely manner so that the energy requirements of the people of the state are fulfilled. Therefore, it is necessary to ensure that the location, construction, and operation of facilities will produce minimal adverse effects on the environment and upon the citizens of this state by providing that *a facility may not be constructed or operated in this state without first obtaining a permit from the commission.* (emphasis added).

4. To the extent SDCL §49-7-11 might apply to Dakota Access as a common carrier, it would furthermore subject Dakota Access to the requirements of SDCL Chapter 49-41B.

5. Dakota Access entry upon Defendants' land would constitute "a taking" under South Dakota law. Such a taking is impermissible without first obtaining the PUC permit in accordance with SDCL §49-41B-1.

6. Dakota Access' argument that its PUC permit application will be incomplete or prejudiced from not being able to survey the Defendants' land is without merit. Dakota Access has already completed the vast majority of the civil and environmental surveys along the proposed route and submitted that information to the PUC. *See Aff. Rorie* at ¶¶5-8, *supra*. Moreover, the applicable administrative rules only require Dakota Access to provide in its application "existing information" regarding the effect of the proposed facility on the ecosystem and environment. ARSD §20:10:22:16.

7. In several contexts, the Legislature has recognized a condemning authority's right to enter land for survey purposes. *See* SDCL §50-6A-19 ("For the purpose of making surveys and examinations relative to eminent domain proceedings, it shall be lawful for the [regional airport] authority to enter upon the land, doing no unnecessary damage."); SDCL §46A-7A-156 (repealed)

(Cendak Irrigation District “may enter on land to make surveys, may exercise the right of eminent domain); SDCL §46A-6-5 (any irrigation district “shall have all the authority herein granted for levying special assessments or otherwise providing funds necessary to properly drain such lands, entering upon lands for the purpose of making surveys, exercising the right of eminent domain”); SDCL §46-8-2.1 (“The circuit court for the county in which a proposed water project is located has jurisdiction to issue an order permitting entry upon land for the purpose of surveying or locating the most advantageous route for works necessary to put water to beneficial use.”).

8. However, the Legislature has not granted a pipeline applicant condemnation rights for survey purposes, nor has this Court been granted such jurisdiction.

9. “The purpose of statutory construction is to discover the true intention of the law which is to be ascertained primarily from the language expressed in the statute. We are guided by the principle that a court should construe multiple statutes covering the same subject matter in such a way as to give effect to all of the statutes if possible.” *Schafer v. Deuel County*, 745 NW2d 241, 245 (SD 2006).

10. In construing the relevant statutes, there is no statutory grant of authority to allow the subject surveys and no jurisdiction granted by the Legislature to this Court for such purpose.

11. Whether a preliminary injunction should issue involves consideration of (1) the threat of irreparable harm to the movant; (2) the state of the balance between this harm and the injury that granting the injunction will inflict on other parties litigant; (3) the probability that movant will succeed on the merits; and (4) the public interest. *Dacy v. Gors*, 471 NW2d 576, 579 (SD 1991)(citing *Dataphase Systems, Inc. v. C L Systems, Inc.*, 640 F.2d 109, 113 (8th Cir. 1981)).

12. The inability of Dakota Access to survey the Defendants land may result in a slowdown of its pipeline construction project. A slowdown of construction does not constitute irreparable harm. In addition, irreparable harm is not found because the PUC has not yet decided whether to grant the permit to Dakota Access or not.

13. Dakota Access may have been able to prove the remaining factors for a preliminary injunction, but the absence of a showing of irreparable harm renders the remaining factors moot.

14. Dakota Access's Motion for Preliminary Injunction is denied.

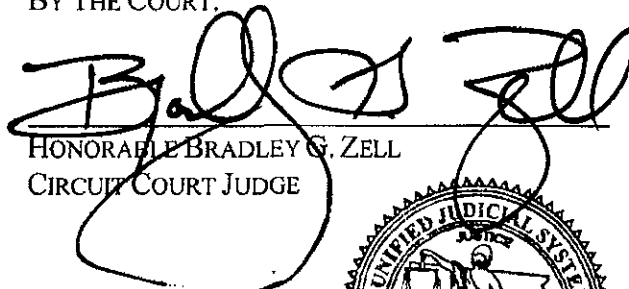
15. Defendant Fett's Motion to Dismiss is granted.

16. If any Findings of Fact are improperly designated as such, they are hereby incorporated by reference in the Conclusions of Law. If any Conclusions of Law are improperly designated as such, they are hereby incorporated by reference in the Findings of Fact.

JUDGMENT SHALL BE ENTERED ACCORDINGLY.

Dated this 1st day of September, 2015.

BY THE COURT:

  
HONORABLE BRADLEY G. ZELL  
CIRCUIT COURT JUDGE

ATTEST: **KRISTIE TORGERSON**  
LINCOLN COUNTY CLERK OF COURTS

By: Karen Nelson  
Deputy



[SEAL]

STATE OF SOUTH DAKOTA

IN CIRCUIT COURT

COUNTY OF LINCOLN

SECOND JUDICIAL CIRCUIT

DAKOTA ACCESS, LLC,

Petitioner,

Civ. 15- 341

v.

LINDA A. GOULET, MAVIS A. PARRY,  
JANICE E. PETERSON, CORLISS F. WIEBERS,  
SHIRLEY M. OLTMANS, MARILYN  
J. MURRAY, KEVIN J. SCHOFFELMAN,  
AND SOUTH LINCOLN RURAL WATER  
SYSTEM, INC.,

SUMMONS

Respondents.

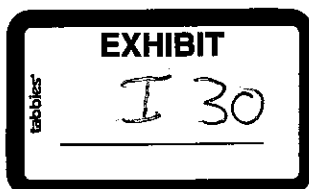
**TO THE ABOVE NAMED RESPONDENTS: JANICE E. PETERSON, MAVIS A. PARRY, LINDA A. GOULET, CORLISS F. WIEBERS, SHIRLEY M. OLTMANS, MARILYN J. MURRAY, KEVIN J. SCHOFFELMAN, AND SOUTH LINCOLN RURAL WATER SYSTEM, INC.**

You are hereby notified that a Verified Petition in this case was filed in the office of the clerk of the circuit court in the City of Canton, Lincoln County, South Dakota on September 22, 2015. A true copy of the Verified Petition is attached and herewith served upon you.

This case is a condemnation action brought for the purpose of taking, acquiring, and appropriating the real estate described in the Verified Petition for temporary and permanent easements, for the purposes and to the extent specified in the Verified Petition, which use has been authorized by statute and is for public use.

If you do not appear in this proceeding within thirty days after the date of service of this Summons upon you, exclusive of the date of service, Petitioner will apply to the court for an order to empanel a jury and ascertain the just compensation for the property proposed to be taken or damaged.

[Signature Block on Following Page]



1

STATE OF SOUTH DAKOTA } ss.  
LINCOLN COUNTY }  
I hereby certify that the foregoing  
instrument is a true and correct copy  
of the original as the same appears  
on record in my office.

SEP 28 2015

Clerk of Courts, Lincoln County

By Julie K. Kiley Deputy

Dated this 22<sup>nd</sup> day of September, 2015.

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

BRETT KOENECKE

JUSTIN L. BELL

Attorneys for Dakota Access LLC

P.O. Box 160

Pierre, SD 57501-0160

(605) 224-8803

STATE OF SOUTH DAKOTA

COUNTY OF LINCOLN

DAKOTA ACCESS, LLC,

Petitioner,

v.

LINDA A. GOULET, MAVIS A. PARRY,  
JANICE E. PETERSON, CORLISS F. WIEBERS,  
SHIRLEY M. OLTMANS, MARILYN  
J. MURRAY, KEVIN J. SCHOFFELMAN,  
AND SOUTH LINCOLN RURAL WATER  
SYSTEM, INC.,

Respondents.

)  
)SS  
)

IN CIRCUIT COURT

SECOND JUDICIAL CIRCUIT

Civ. 15- 341

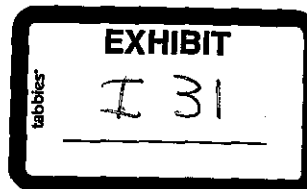
**VERIFIED PETITION  
FOR CONDEMNATION**

Dakota Access, LLC, for its Verified Petition pursuant to SDCL Ch. 21-35, states and alleges as follows:

1. Petitioner, Dakota Access, LLC, ("Dakota Access") is a Delaware limited liability company having its principal place of business in Dallas, Texas.

2. Dakota Access proposes to construct a crude oil pipeline and related facilities to provide transportation service from points of origin in the Bakken/Three Forks play in North Dakota to a terminus in Illinois, with various potential points of destination along the pipeline.

3. The pipeline will enter South Dakota at the South Dakota-North Dakota border in Campbell County. It will extend in a southeasterly direction through portions of Campbell County, McPherson County, Edmunds County, Faulk County, Spink County, Beadle County, Kingsbury County, Miner County, Lake County, McCook County, Minnehaha County, Turner County, and Lincoln County. It will leave South Dakota at the South Dakota-Iowa border in Lincoln County.



STATE OF SOUTH DAKOTA )  
LINCOLN COUNTY ) ss.  
I hereby certify that the foregoing  
instrument is a true and correct copy  
of the original as the same appears  
on record in my office.

SEP 28 2015

Clerk of Courts, Lincoln County

By [Signature] Deputy 014410

4. Dakota Access is holding themselves out to the general public as, and is in fact, engaged in the business of transporting commodities for hire by pipeline.

5. Dakota Access is a common carrier as defined by South Dakota and federal law, and has the privilege of eminent domain pursuant to SDCL §§ 49-2-12 and 49-7-13.

6. Defendants Janice E. Peterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltman, Marilyn J. Murray, and Kevin J. Schoffelman (hereinafter jointly referred to as "Landowners") are the owners of record of that real property located in Lincoln County, South Dakota, which is legally described as follows:

The Northwest Quarter (NW1/4) of Section 4, Township 99, Range 51 West of the 5<sup>th</sup> P.M., Lincoln County, South Dakota, described in Warranty Deed dated March 23, 2004 from John R. Schoffelman a/k/a John G. Schoffelman to Janice E. Peterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltman, Marilyn J. Murray, Kevin J. Schoffelman, recorded under Book 110, Page 501, Deed Records, Lincoln County, South Dakota, less and except any conveyances heretofore made.

7. Upon information and belief, Dakota Access states that South Lincoln Rural Water System, Inc., claims an easement on the property described above.

8. Dakota Access has determined by a duly adopted resolution of necessity, a copy of which is attached as Exhibit 1, that it is necessary to acquire permanent and temporary easements, including survey access, over Landowners' real property for the construction and operation of the pipeline.

9. Dakota Access has been unable to acquire the necessary easements by agreement with Landowners, and therefore seeks by the Verified Petition to exercise its right of eminent domain.

10. The permanent and temporary easements sought to be acquired by Dakota Access are described in the Easement and Right-of-Way Agreement, a copy of which is attached as Exhibit 2.

11. An Easement and Right-of-Way Agreement has been presented to Landowners, but they have refused to sign it.

12. The easements sought to be acquired over the Landowners' property are depicted in Exhibit 2, generally described as a fifty foot (50') wide permanent pipeline easement, as more particularly described in Exhibit 2; (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit 2, and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement; as more particularly described in Exhibit 2, all in, over, through, across, under, and along land owned by the more particularly described as follows:

The Northwest Quarter (NW1/4) of Section 4, Township 99, Range 51 West of the 5<sup>th</sup> P.M., Lincoln County, South Dakota, described in Warranty Deed dated March 23, 2004 from John R. Schoffelman a/k/a John G. Schoffelman to Janice E. Peterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltman, Marilyn J. Murray, Kevin J. Schoffelman, recorded under Book 110, Page 501, Deed Records, Lincoln County, South Dakota, less and except any conveyances heretofore made.

13. Under SDCL § 21-35-11, Dakota Access hereby offers to deposit with the Clerk of this Court the sum stated in its offer pursuant to SDCL § 21-35-11, a copy of which is attached as Exhibit 3, with costs to be paid to Landowners, as compensation for all of the property to be taken or damaged.

14. Dakota Access hereby agrees to pay separately for all damages to crops, roads, driveways, fences, and livestock caused by the construction or maintenance of the pipeline in the area of the permanent easement either during or after construction, as indicated in Exhibit 2.

WHEREFORE, Petitioner prays for judgment as follows:

1) That judgment be entered against Defendants granting and appropriating the easement rights described above to Petitioner;

2) That a jury be empanelled under SDCL § 21-35-1 for the purpose of determining the just compensation and damages that Defendants are entitled to receive because of the taking and appropriation;

3) The judgment be entered pursuant to SDCL § 21-35-19; and

4) For any other relief that the Court deems just and equitable.

Dated this 22<sup>nd</sup> day of September, 2015.

MAY, ADAM GERDES & THOMPSON LLP

BY: 

BRETT KOENECKE

JUSTIN L. BELL

Attorneys for Petitioner

503 South Pierre Street

P.O. Box 160

Pierre, SD 57501

(605) 224-8803

[Verification on Following Page]

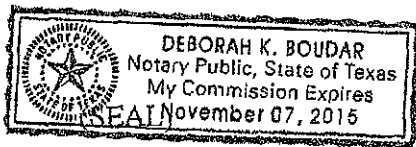
VERIFICATION

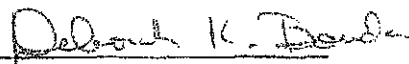
STATE OF Texas )  
 )SS  
COUNTY OF Harris )

On this 15<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Micah T. Rorie, a person authorized to execute this Verified Petition by Dakota Access, LLC, the Petitioner in the above-entitled proceeding; that affiant has read the above and foregoing Verified Petition and knows the contents thereof, and that the same is true to the best of his knowledge, information and belief, and that his signature to the foregoing instrument and action is in good faith for the uses and purposes specified in this Verified Petition.

  
\_\_\_\_\_  
Micah T. Rorie

Subscribed and sworn to before me this 15<sup>th</sup> day of September, 2015.



  
\_\_\_\_\_  
Notary Public  
Notary Print Name:  
My Commission Expires:

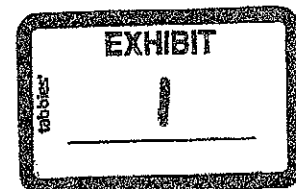
UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF MANAGERS  
OF  
DAKOTA ACCESS, LLC

August 20, 2015

The undersigned, being all the members of the Board of Managers of Dakota Access, LLC, a Delaware limited liability company (the "Company") and acting without and in lieu of a meeting, hereby unanimously consent to the adoption of the following resolutions, which will constitute the actions of the Company, and do hereby adopt such resolutions:

WHEREAS, the Company hereby finds and determines that public convenience and necessity requires the location, construction, operation and maintenance of common carrier crude oil pipeline facilities in Campbell, McPherson, Edmunds, Faulk, Spink, Beadle, Kingsbury, Miner, Lake, McCook, Minnehaha, Turner and Lincoln Counties, South Dakota, for the transportation of crude oil; and

WHEREAS, the Company is in the process of acquiring, installing and/or converting certain pipeline assets to be operated as a common carrier crude oil pipeline in the states of North Dakota, South Dakota, Iowa and Illinois, and will own, operate and maintain common carrier crude oil pipeline facilities in Campbell, McPherson, Edmunds, Faulk, Spink, Beadle, Kingsbury, Miner, Lake, McCook, Minnehaha, Turner and Lincoln Counties, South Dakota, and, in connection therewith, the Company hereby finds and determines that public convenience and necessity require and that it is necessary and in the public interest for the Company to enter upon, appropriate, take, acquire, hold and enjoy, by purchase or condemnation, permanent easements and rights-of-way, and temporary construction easements, as are necessary for: (i) the construction of one or more common carrier crude oil pipeline facilities, including, but not limited to, surveys including civil, environmental and other as required for regulatory and construction



purposes, erecting, laying, constructing, maintaining, operating, repairing, inspecting, replacing, changing the size of, abandoning in place, protecting, altering and removing crude oil gathering, transporting, compressing, measuring, treating and processing facilities, including, but not limited to, above-ground and below-ground valve settings, meters, tanks, pipes, pipelines, dehydrators, separators, pumps, compressors, generators, dew point control facilities, processing and treating equipment, launching-receiving equipment, electrical facilities, buildings and any and all other devices, equipment and structures to facilitate the operation, maintenance, repair and use of its common carrier crude oil pipeline systems; and (ii) locating, constructing, reconstructing, improving, repairing, operating, inspecting, patrolling, replacing and maintaining electric power and communication facilities (whether above or below grade, or both), or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors, antennae and other equipment, structures, material and appurtenances, access roads, and ancillary electric facilities, now or hereafter used, useful or desired in connection therewith by the Company; such line or lines being identified as the Dakota Access Pipeline commencing at a point approximately 6.2 miles South of the city of Hull, North Dakota and extending southeasterly approximately 274.7 miles to a point approximately 17.2 miles Southeast of the city of Sioux Falls, South Dakota; generally along the routes shown crosshatched on the attached Exhibit A, or as may be modified due to route changes or other unforeseen occurrences, and that public convenience and necessity require and that it is in the public interest for the Company, through one or more of the Company's duly authorized officers, agents and/or attorneys to enter upon, take, acquire, hold and enjoy, by purchase or condemnation, the land, easements, rights of way, temporary construction easements, and other interests in land convenient and necessary for the location, construction, operation, repair and maintenance of said common carrier pipeline and appurtenant facilities that may be useful, necessary or convenient thereto.

NOW, THEREFORE, BE IT RESOLVED, that public convenience and necessity require that it is necessary and in the public interest that the Company, through one or more of its duly authorized officers, agents, employees and/or attorneys, acquire, hold and enjoy, by purchase or condemnation, permanent easements and rights-of-way, and temporary construction easements, as described above, on, in, over, under, through and across certain lands in Campbell, McPherson, Edmunds, Faulk, Spink, Beadle, Kingsbury, Miner, Lake, McCook, Minnehaha, Turner and Lincoln Counties, South Dakota, along the route shown cross-hatched in the attached plat.

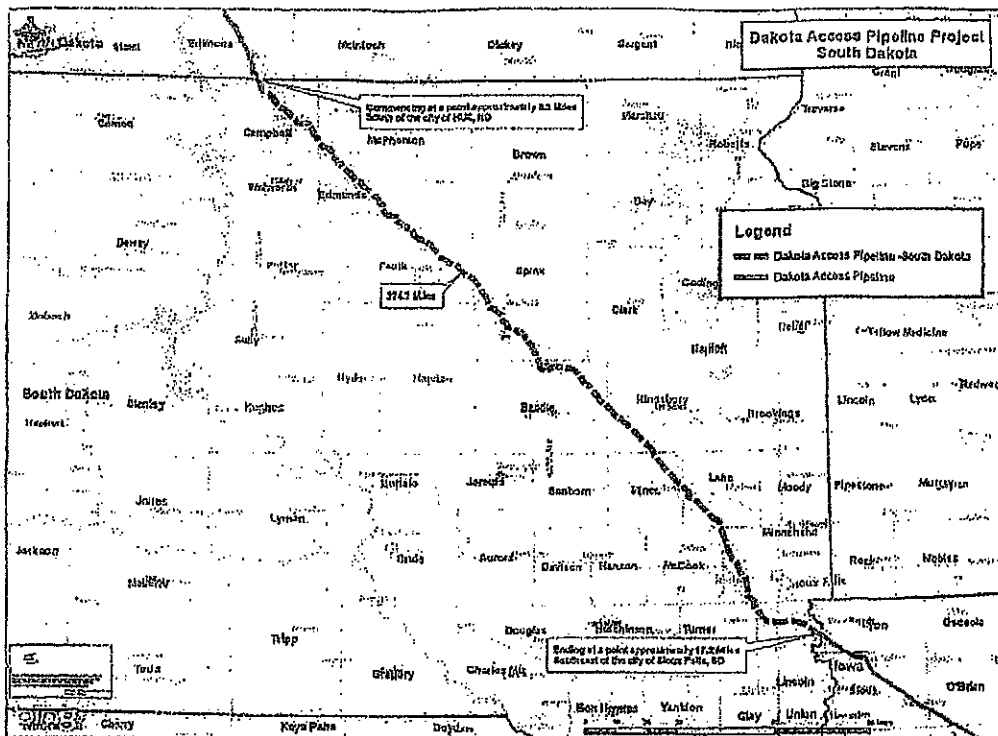
BE IT FURTHER RESOLVED, that in the event of negotiations, to acquire the permanent easements and rights-of-way, and temporary construction easements, on, in, over, under, through or across the necessary tracts of land are unsuccessful, the officers, agents, employees and/or attorneys of the Company, be, and each individually is authorized in the name and for and on behalf of the Company to institute and file or cause to be filed and instituted condemnation proceedings to require for the Company said permanent easements and rights-of-way, and temporary construction easements for the public purposes and use by the Company and they are further authorized to take any and all action they deem necessary or desirable, to effectuate the purpose and intent of the foregoing Resolutions.

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Managers as of August 20, 2015

  
Diana Santos

  
Lee Hanse





Prepared by and Return to:  
Micah Rorie  
Dakota Access, LLC  
4401 South Technology Dr., South Suite  
Sioux Falls, SD 57106  
(605) 277-1662

PROJECT: DAPL/Dakota Access Pipeline 30"  
TRACT NUMBER: SD-LI-012.519  
PARCEL ID:  
COUNTY: LINCOLN

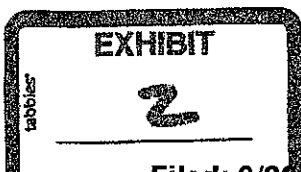
### EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated \_\_\_\_\_, 2015, is between that Janice Peterson, whose mailing address is 6401 Lyncrest Ave. Apt #307, Sioux Falls, SD, Mavis Parry, whose mailing address is 3 Mission Mt. Rd., Clancy, MT 59634 57108, Linda Goulet, whose mailing address is 27332 Atkins Pl Tea, South Dakota 57064, Corliss Wiebers, whose mailing address is 607 S. Elm St., Lennox, SD 57039, Shirley Oltmans, whose mailing address is 26576 466th St. Sioux Falls, SD 57106, Marilyn Murray, whose mailing address is 1416 W. Larkspur, Sioux Falls, SD 57106, Kevin Schoffelman, whose current mailing address is 712 W. 4<sup>TH</sup> Ave. Lennox South Dakota 57039 (hereinafter referred to as "Grantor", whether one or more), and Dakota Access, LLC whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

The Northwest Quarter (NW1/4) of Section 4, Township 99, Range 51 West of the 5<sup>th</sup> P.M., Lincoln County, South Dakota, described in Warranty Deed dated March 23, 2004 from John R. Schoffelman a/k/a John G. Schoffelman to Janice E. Peterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltman, Marilyn J. Murray, Kevin J. Schoffelman, recorded under Book 110, Page 501, Deed Records, Lincoln County, South Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access

Initial \_\_\_\_\_



Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any. Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new Exhibit A-1 that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

Initial \_\_\_\_\_

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

Initial \_\_\_\_\_

014421

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of South Dakota and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement

Initial \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTOR:

\_\_\_\_\_  
Janice E. Petterson

GRANTOR:

\_\_\_\_\_  
Mavis A. Parry

GRANTOR:

\_\_\_\_\_  
Linda A. Goulet

GRANTOR:

\_\_\_\_\_  
Corliss F. Wiebers

GRANTOR:

\_\_\_\_\_  
Shirley M. Oltmans

GRANTOR:

\_\_\_\_\_  
Marilyn J. Murray

GRANTOR:

\_\_\_\_\_  
Kevin J. Schoffelman

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

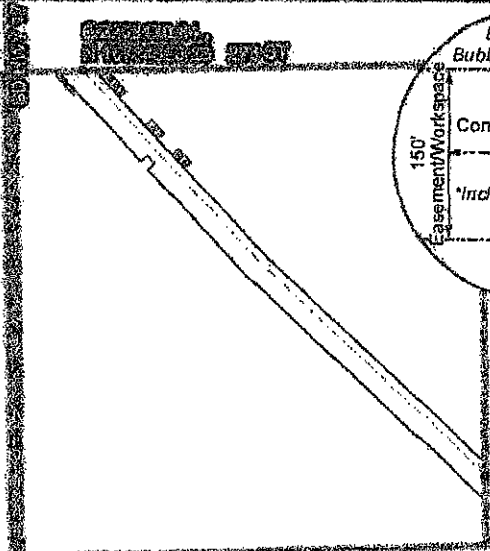


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

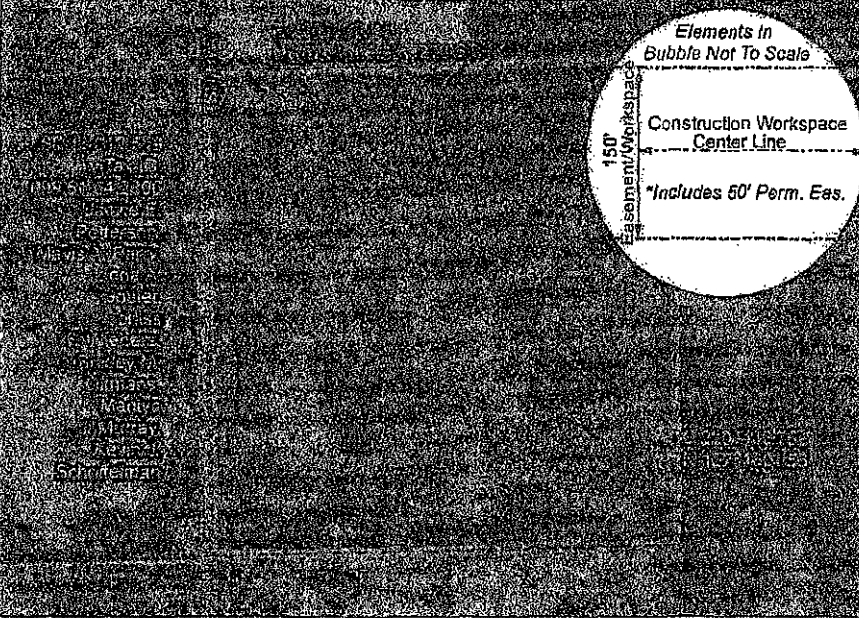
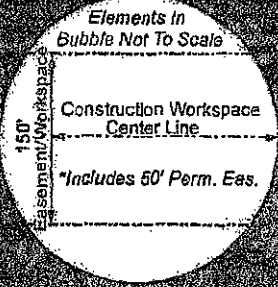













My Commission Expires: \_\_\_\_\_

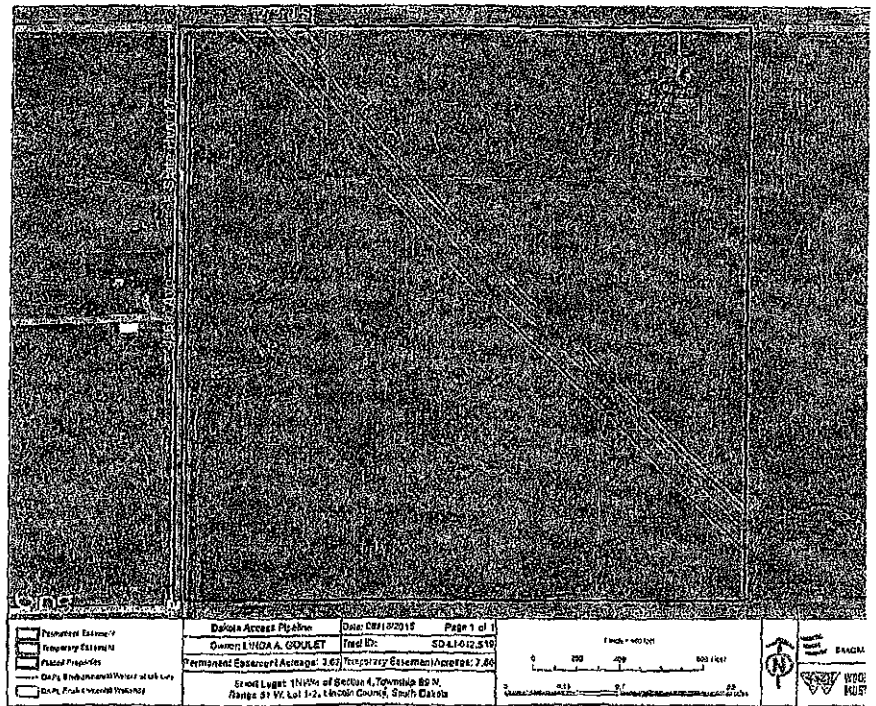
Initial \_\_\_\_\_

**Exhibit A**  
**LINCOLN COUNTY, SD**  
**S04-R51W-T99N**

<p>SD-LI-012.519  Tax ID:  099.61.04.2000  Janice E.  Pettersen,  Mavis A. Parry,  Linda A.  Goulet,  Corliss  F. Wiebers,  Shirley M.  Oltmans,  Marilyn  J. Murray,  Kevin J.  Schoffelman</p>		<p align="center"><i>Elements in Bubble Not To Scale</i></p> <p align="center">Construction Workspace Center Line</p> <p align="center"><i>*Includes 50' Perm. Eas.</i></p>						
<p>ROW Length: 3161.55 Ft. = 191.61 Rods  Proposed Permanent Easement: 3.63 AC  Temp Easement/ Workspace: 7.35 AC  Add Temp Easement/ Workspace: 0.52 AC</p>		<p align="center"> DAKOTA ACCESS, LLC</p>						
<p>Linear/Area Calc = NAD 1983 UTM  Zone 14N</p> <p align="center">0 1,000 Feet</p>	<p><b>Proposed Pipeline Easement Across:</b>  Janice E. Pettersen, Mavis A. Parry, Linda A.  Goulet, Corliss F. Wiebers, Shirley M.  Oltmans, Marilyn J. Murray, Kevin J.  Schoffelman</p>							
<p>Tract No.: SD-LI-012.519</p>								
<table style="width: 100%;"> <tr> <td style="width: 50%;">• Entry &amp; Exit Points</td> <td style="width: 50%;">□ Property Boundaries</td> </tr> <tr> <td>..... Center Line</td> <td>--- Adjacent Property Boundaries</td> </tr> <tr> <td>□ Easement/Workspace</td> <td>▨ Additional Temporary Easement - Workspace</td> </tr> </table>			• Entry & Exit Points	□ Property Boundaries	..... Center Line	--- Adjacent Property Boundaries	□ Easement/Workspace	▨ Additional Temporary Easement - Workspace
• Entry & Exit Points	□ Property Boundaries							
..... Center Line	--- Adjacent Property Boundaries							
□ Easement/Workspace	▨ Additional Temporary Easement - Workspace							
<p><i>Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.</i></p>								
<p>Landowner Initials _____</p>								

**Exhibit A**  
**LINCOLN COUNTY, SD**  
**S04-R51W-T99N**

		<p><i>Elements in Bubble Not To Scale</i></p> 									
<p>ROW Length: 3161.55 Ft. = 191.61 Rods          Proposed Permanent Easement: 3.63 AC          Temp Easement/ Workspace: 7.35 AC          Add Temp Easement/ Workspace: 0.52 AC</p> <p>Linear/Areal Calc = NAD 1983 UTM          Zone 14N</p> <p style="text-align: center;">0 1,000 Feet</p> <p>Tract No.: SD-LI-012.519</p>		<p align="center"><b>DAKOTA ACCESS, LLC</b></p> <p><b>Proposed Pipeline Easement Across:</b>          Janice E. Petterson, Mavis A. Parry, Linda A. Goulet, Corliss F. Wiebers, Shirley M. Oltmans, Marilyn J. Murray, Kevin J. Schoffelman</p>									
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">• Entry &amp; Exit Points</td> <td style="width: 33%; border: none;"> Property Boundaries</td> <td style="width: 33%; border: none;"></td> </tr> <tr> <td style="border: none;">- - - - - Center Line</td> <td style="border: none;"> Adjacent Property Boundaries</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"> Easement/Workspace</td> <td style="border: none;"> Additional Temporary Easement - Workspace</td> <td style="border: none;"></td> </tr> </table>			• Entry & Exit Points	 Property Boundaries		- - - - - Center Line	 Adjacent Property Boundaries		 Easement/Workspace	 Additional Temporary Easement - Workspace	
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<p><i>Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.</i></p>											
<p>Landowner Initials _____</p>											



### EXHIBIT 3

Pursuant to SDCL § 21-35-11, Dakota Access, LLC hereby offers to deposit with the clerk of this court the \$112,178.60 to be paid to defendants or other parties entitled thereto as compensation for all of the property taken or damaged in the Petition. If the defendants fail to accept this offer by filing notice of acceptance with the clerk of the court within ten days after service of the offer, it is deemed withdrawn and cannot be given in evidence. If the Defendants fail to obtain a judgment for a greater sum of money than offered in this offer, they cannot recover costs.

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION  
OF DAKOTA ACCESS, LLC FOR AN  
ENERGY FACILITY PERMIT TO  
CONSTRUCT THE DAKOTA ACCESS  
PIPELINE

HP14-002

PRE-FILED TESTIMONY OF  
Sue Sibson

STATE OF SOUTH DAKOTA )

:SS

COUNTY OF Miner )

1 Sue Sibson, being first duly sworn on his/her oath, deposes and states as follows:

2 Please state your name and address.

3 Sue Sibson

4 23782 426<sup>th</sup> Ave

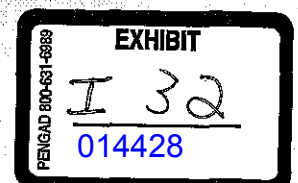
5 Howard SD

6  
7  
8 How are you involved with the Dakota Access Pipeline project?

9 My Husband, Mike, and I are members of Dakota Rural Action. The DRA opposes  
10 the proposed Dakota Access pipeline.

11  
12 Please state any other concerns you have regarding the Dakota Access Pipeline.

13  
14 My husband, Mike Sibson, and I have TransCanada's Keystone One pipeline buried  
15 on our land since 2009.



16 The concerns we have in regards to the Dakota Access Pipeline.

17 If the Dakota Access landowner construction agreements and SD PUC conditions  
18 are followed like they were on our land. All of the landowners will still be dealing  
19 with irreparable land issues years later as we are.

20 SD PUC condition #41 sets forth TransCanada's obligation for reclamation and  
21 maintenance of the right away, which shall continue throughout the life of the  
22 pipeline. We have been asked to sign off on TransCanada's attempts at reclamation  
23 of our land on two separate occasions. TransCanada has the obligation to get our  
24 land reclamation done correctly which six years later they have failed to do. We will  
25 continue with our decision not to sign off. We want TransCanada held responsible  
26 for the conditions set by the SD PUC. Landowners should not have to bear the  
27 burden to make a pipeline company follow SD PUC conditions.

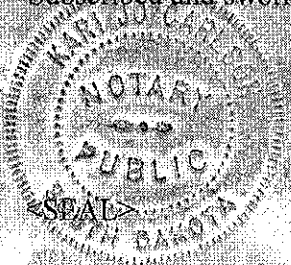
28  
29 Would you be available to present testimony and respond to questions during the  
30 formal hearing scheduled for September 29 through October 8, 2015?

31 YES

32 Does that conclude your testimony?

33 Yes.

34  
35  
36  
37  
38  
39 Subscribed and sworn before me this 14<sup>th</sup> day of July, 2015.



40  
41  
42  
43  
44  
45  
Notary Public - South Dakota  
My Commission Expires: 03-03-2018



EXHIBIT  
I-43  
014430



014431



EXHIBIT  
tabbles®  
014432 44



014433



014434



014435



EXHIBIT  
I-45  
01436



014437

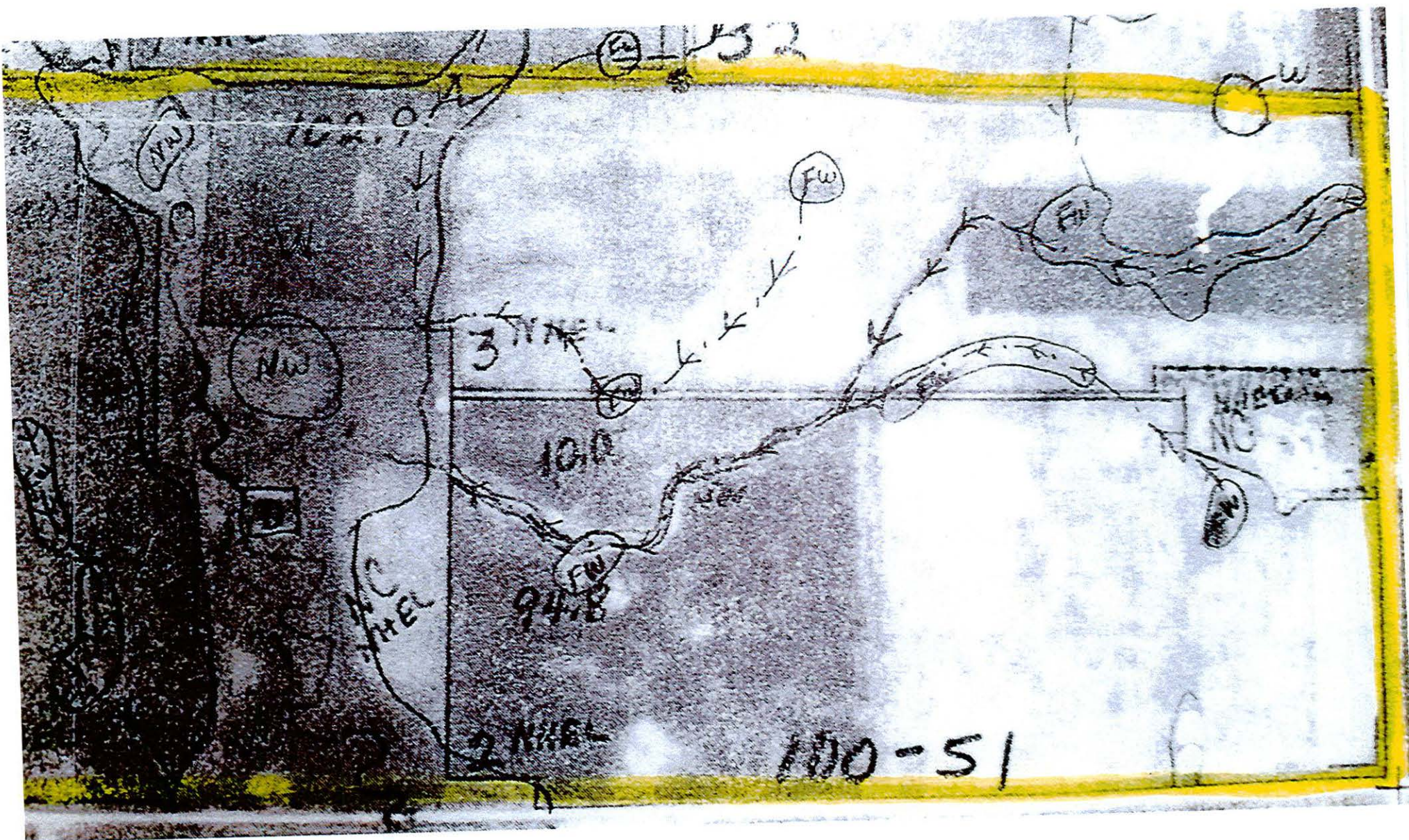


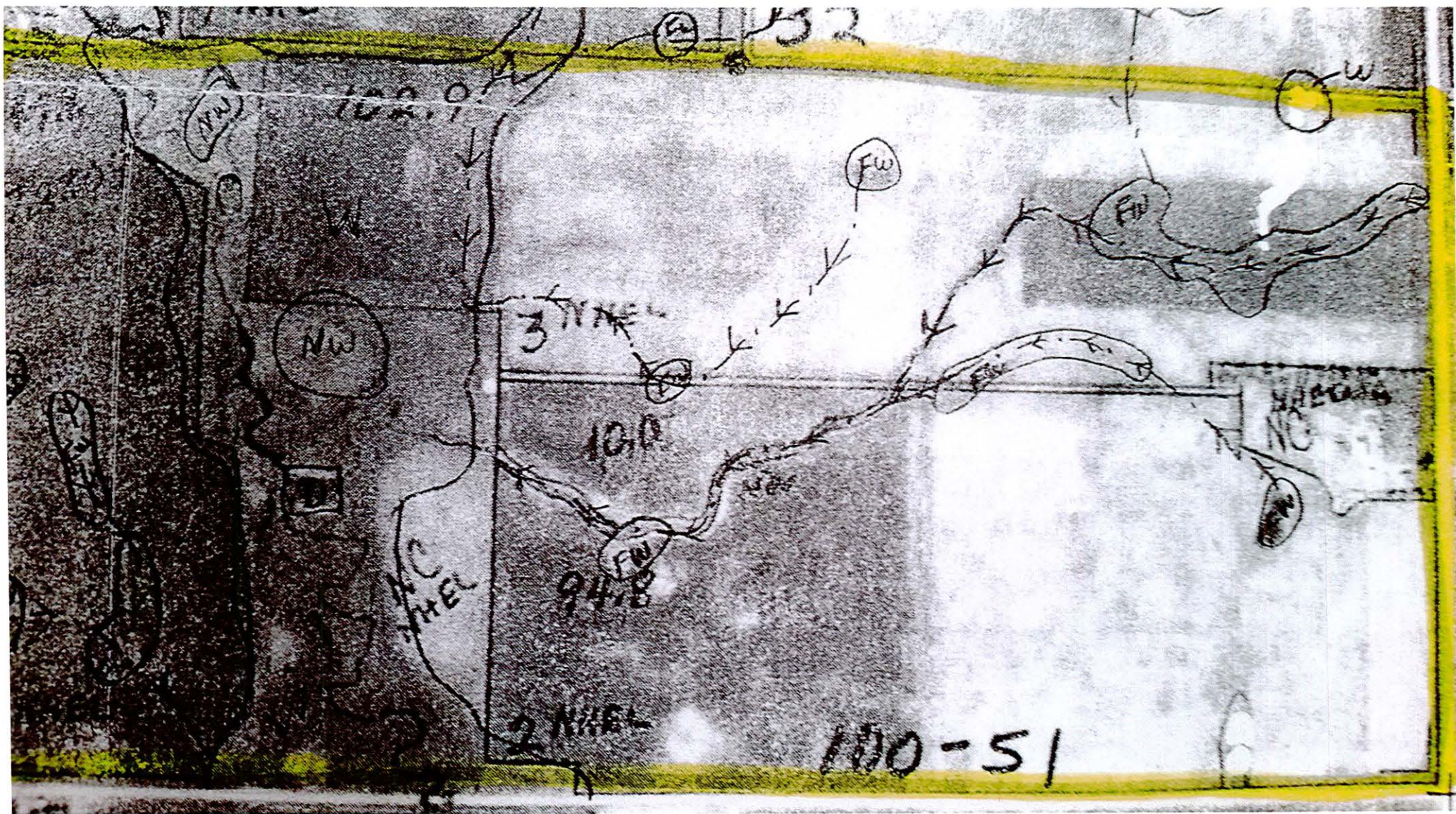




EXHIBIT  
T-45L  
014440  
tabbles



014441





475<sup>th</sup> Ave ~ 1/2 mile from housing ~ 1 mile south of Harrisburg  
South Middle  
School



476<sup>th</sup> Ave ~ 3/4 mile Southeast of Harrisburg



014445

Approx 250 ft

Louise Ave

472<sup>nd</sup> Ave



014446

Trademark Homes

27455

472<sup>nd</sup> Ave 100 ft  
(Chaise Ave)



014447

Louise Ave

472<sup>nd</sup>

Approx 100 ft



014448

27446 471<sup>st</sup> Ave.

100 ft from yard & approx 200 ft house



014449

McAllister ~ 27464 477<sup>th</sup> Ave ~ SE of Harrisburg ~ 300 ft from house



014450

Delores Assid & sisters land ~ 27275 SD Hwy 17



014451

John Stratmeyer - 46534 272<sup>nd</sup> St, Tea

150 ft



014452



Lowell & Sloyce Grave 46182 265<sup>th</sup> St., Hartford Hwy 42 500 ft S of  
Farm house



Kyle Grace 46162 266<sup>th</sup> St., Hartford ~ 1/2 mile west of Wall Lake <sup>200 ft</sup>







014457



Zoomed Feb. 2015 Page 1 of 1  
From our driveway 1/2 mi From Housing Development



014459

